



SUPPORT SERVICES FOR COMMUNICATION SOLUTIONS

SERVICE ESSENTIAL

Worldwide

Edition 09.1 – October 4th, 2021



Protect



Maintain



Grow

DOCUMENT REVISION HISTORY

Version	Date	Description/comments
1.0	Sept. 1 st , 2016	Initial version
2.0	November 30 th , 2016	Software Assurance for OXO Connect
3.0	April 25 th , 2017	Multi-years extension of Software Assurance for OXO Connect Remove of SMS for OXO Connect description
4.0	July 1 st , 2017	Reduction of the Grace period
5.0	January 1 st , 2019	Not Returned Item policy change and USA/CANADA convergence with rest of the world countries
6.0	April 27 th , 2019	VAA & VNA software support moved to SPS, SA for OXO connect renewal, Direct ordering to HPE of support services for HP server embedded in ALE solution
7.0	November 12 th , 2019	Warranty and DOA (Dead on Arrival) in Sales Out model
8.0	April 22 nd , 2020	New Service on HW support extension on ALE Phone, Removal of SMS/SES description for MLE
9.0	April 19 th , 2021	HPS extension to SMB, EGM/EGR services removal, ALE SIP devices updates ("Pegasus"), SAS services description Ed b: Update of URL links after MyPortal deployment
9.1	October 4 th , 2021	SA for OXO Connect renewal mailing service Update on document links

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I. GENERAL PROVISIONS

This Services Essential (“Essential”) describes the terms and conditions applicable to support and maintenance Services for ALE Communication Solutions.

It is a complement to the Distributorship Agreement (“Agreement”) and applies to ALE resellers, either on a direct or indirect mode (“Business Partners”). In case of discrepancies or conflicts between this Service Essential and the Agreement, this Essential shall prevail as far as the Services for ALE Communication solutions are concerned.

Scope of countries:	Worldwide.
Covered Products:	All ALE Communication portfolio
Document repository:	Enterprise Business Portal.
Modifications and updates:	Published on the Enterprise Business Portal
Effective date:	April 19 th , 2021

II. ALE COMMUNICATIONS SUPPORT SERVICES OVERVIEW

Alcatel-Lucent Enterprise provides a comprehensive end-to-end service offering, to support enterprises through their digital transformation. ([*Enterprise Service overview for Partners*](#))

This document intends to detail the support services delivered by ALE Communications Business Division related on:

- ALE hardware warranty delivery and hardware repair services
- Hardware support services (on top of ALE hardware warranty):
 - Hardware Premier Services (HPS) for MLE and SMB
 - Hardware support extension on ALE phone sets
- Software support services:
 - Software Premier Services (SPS) for MLE solutions
 - Software Assurance for OXO connect for SMB solutions
 - Premium service for OTEC solution
- Services for ALE off-the-shelf applications and on-demand customized applications
 - Specific application services (SAS), mainly for MLE solutions

II. HARDWARE SUPPORT SERVICES

The delivery of the hardware support services may be impacted by the local regulations of the country of destination of the material. So, the Business partner has to define the right hardware support model leveraging on the ALE hardware support services, to deliver the right service to the End-Customer.

1. STANDARD HARDWARE SUPPORT SERVICES

A. Return-To-Factory ("RTF") service

Except in respect of certain Products for which special RTF terms apply, ALE provides repair or replacement of faulty parts within **ten (10) Business Days** (excluding transport) from the approved reception of the faulty part at Local Entry Point. The costs of shipping back the faulty part to the Local Entry Point are bear by the Business Partner on a DAP basis (ICC INCOTERMS 2010). The Local Entry Point means the premises of ALE or of an ALE's subcontractor, as defined by ALE, to which the Business Partner shall ship the faulty parts of the Products for replacement or repair. For the avoidance of doubt, Local Entry Point is not necessarily located in the country where Business Partner's premises are located.

B. Advanced Replacement ("AVR") service

Except in respect of certain Products for which special AVR terms apply, the AVR Service is designed to help Business Partner to face situations of urgency where a faulty Product in the field needs to be replaced by another one without having to wait for the repair thereof. Under AVR Service, ALE provides replacement of faulty parts within **one (1) Business Day** (excluding transport) from the time of registration of the order in ALE tools and Portals. Business Partner is not authorized to return under the AVR process Products in unreasonable quantities (typically two items per week) unless authorized in writing by a special RMA (Return Material Authorization, as defined as a written authorization delivered by ALE to the Business Partner allowing the latter to return Products or parts thereof to ALE or to a Local Entry Point indicated by ALE). Faulty part(s) or faulty Products which have been replaced through AVR must be returned to Local Entry Point within ten (10) Calendar Days following the receipt of the replacement part by the Business Partner, otherwise the Business Partner will be invoiced the Non-Returned Item Price available on his current Hardware Support Price List Catalog. Please contact your ALE representative to check AVR eligibility in your country.

C. On-Demand Repair ("On Demand Repair") service

For certain Products, the Service provided is On-Demand Repair. For such On-Demand Repair Service, the Service Level Objectives are similar to RTF Service but delivered on a **best effort** basis.

D. Dead On Arrival ("DOA") service – Standard Term

Products received by Business Partners which are Dead On Arrival are defined as Products that fail to function substantially in accordance with published specifications due to defects in manufacturing or materials. The DOA service is limited to **ninety (90) calendar days** from the Product initial shipment date from ALE's premises. Under DOA Service, ALE provides the

replacement of faulty part by a brand new one, within **one (1) Business Day** (excluding transport) from the time of registration of the order by ALE.

Faulty part(s) or faulty Products which have been replaced through AVR must be returned to Local Entry Point within ten (10) Calendar Days following the receipt of the replacement part by the Business Partner, otherwise the Business Partner will be invoiced the Non-Returned Item Price available on his current Hardware Support Price List Catalog.

DOA service applies only to **serialized products** (ie products which are identified by a unique serial number).

E. Dead On Arrival ("DOA") service – Sales Out Term

Only for Distributors with a valid Sales Out addendum.

Products received by Business Partners which are Dead On Arrival are defined as Products that fail to function substantially in accordance with published specifications due to defects in manufacturing or materials. The DOA service is limited to **ninety (90) calendar days** from the Product registered selling date from Distributor to Reseller, limited to the ALE initial shipment date + nine (9) months.

Under DOA Service, ALE provides the replacement of faulty part by a brand new one, within **one (1) Business Day** (excluding transport) from the time of registration of the order by ALE.

Faulty part(s) or faulty Products which have been replaced through AVR must be returned to Local Entry Point within ten (10) Calendar Days following the receipt of the replacement part by the Business Partner, otherwise the Business Partner will be invoiced the Non-Returned Item Price available on his current Hardware Support Price List Catalog.

DOA service applies only to **serialized products** (ie products which are identified by a unique serial number).

Refer to [appendix\\$4](#) for more details on ALE Hardware support policy and [appendix\\$6](#) on ALE HWS management rules and operational procedures.

2. ALE HARDWARE WARRANTY

Warranty clauses defined in the Distributorship Agreement ("Agreement") applies. This chapter intends to detail more the scope and the service delivery for defective parts returned under ALE warranty.

a. Eligible Products to ALE Warranty

Are included in ALE Warranty scope, all components currently available in the ALE HWS Catalogue such as:

- Electronic PBX boards
- Wireless and wired phones including "Pegasus" SIP devices
- DECT base stations and antennas
- Any other Hardware items which may require Hardware support (power supplies, fans, ...)

Are excluded from ALE Warranty scope:

- ALE documentations and DVDs, cables or power cords, mechanical items (stiffeners, rack mounting kit...), batteries or accessories (clip belt...)
- All components where additional Hardware Support Services are available such as:
 - o HP/Lenovo servers
 - o ALE Network Products commercial items listed in the Communications Catalogues

b. HWS services included in the ALE Hardware Warranty

Starting date of ALE Warranty:

- From the initial shipment date from ALE's premises for all ALE products except for Distributors with a valid Sales Out Addendum
- For products in sold in Sales Out term: from the Product registered selling date from Distributor to Reseller, limited to the ALE initial shipment date + nine (9) months.

ALE Communications solutions	During DOA period	After DOA period until end of ALE hardware warranty term
<ul style="list-style-type: none"> ▪ Products eligible to ALE warranty 	Free DOA service 90 calendar days	<ul style="list-style-type: none"> ▪ Free RTF service level / AVR optional & chargeable except ALE SIP Devices <ul style="list-style-type: none"> - Direct Reseller: 13 months - Distributor in standard term: 15 months - Distributor in sales out term: 13 months from VAD selling date, limited to 19 months from ALE initial shipment date ▪ For ALE SIP Devices ("Pegasus"): <ul style="list-style-type: none"> - Direct Reseller: 17 months - Distributor: 19 months
Other product not covered by ALE HWS (Servers, PC, batteries, ...)	ALE vendor's DOA conditions apply (if applicable)	ALE vendor's Warranty apply (if applicable)

Refer to your ALE Distributor Agreement for your detailed warranty terms and conditions.

3. Hardware Premier Service (HPS)

A. HPS value proposition

The service scope:

- Technical Assistance 24x7 online, via telephone, electronic mail or fax (in English)
- Free RTF/AVR hardware replacement
- Hardware support coverage during the whole contract validity period

The value propositions

Simplicity

- Simple offer: one HPS contract per Business Partner first sale order
- Simple pricing model: calculation based on the product worldwide List Price
- Simple invoicing management: selectable at initial ordering or through annual service fees

Flexibility

- Possibility to choose multiyear Hardware support contracts and to benefit from multiyear discounts
- Possibility to choose between two service levels: Return-To-Factory (RTF) and Advanced Replacement (AVR) services

Visibility

- By uploading the serial numbers from the ALE Business Portal, Business Partners can track and control their equipment under HPS contract

B. HPS General term and conditions

a. Eligible Partners/Eligible Products

This service is an optional Hardware support service on top of ALE vendor Hardware warranty, and applies to the full ALE Communications portfolio.

Are included in HPS scope, all components currently available in the ALE HWS Catalogue such as:

- Electronic PBX boards
- Wireless and wired phones
- DECT base stations and antennas
- Any other Hardware items which may require Hardware support (power supplies, fans, ...)

Are excluded from HPS scope:

- ALE documentations and DVDs, cables or power cords, mechanical items (stiffeners, rack mounting kit...), batteries or accessories (clip belt...)
- All components where additional Hardware Support Services are available such as:
- HP/Lenovo servers
- ALE Network Products commercial items listed in the Communications Catalogues

b. HPS invoicing and payment

The Business Partners will be able to select their invoicing mode for a multi-years HPS contract either on an annual basis (set by default by the 20th of the month following the anniversary date), either one shot at HPS ordering. The minimum invoicing amount will be 150 Euros per HPS order.

In case of a discrepancy higher than 10% of the final invoice amount between the initial HPS quote and the final HPS invoice calculation based on the actual delivered Hardware items, ALE will notify the Business Partner of the discrepancy and provide some explanations before invoicing (late order change, or any other reason).

All payments made by Business Partner to ALE under the HPS Contract(s) are non-refundable.

c. HPS delivery and follow-up

For HPS delivery, standard ALE warranty and Hardware support service policies defined in this essential apply to HPS.

In particular, HPS excludes defects caused by:

- Repair or modification by the Business Partner or a third party without prior written authorization from ALE,
- Use or installation in a manner which does not comply with the technical specifications of the Product,
- Accident, exposure to fire, lightening, storm, water...

After ALE service invoicing, the Business Partner will be able to download his serial numbers list through the Enterprise Business Portal with his ALE purchase order reference. Refer to [Appendix §1](#) for more details.

d. Terms and Termination

Term

An HPS Contract shall be effective from the HPS Start Date and shall remain in effect for the full period for which the HPS Contract was purchased ("HPS Contract Term") unless earlier terminated according to section Termination below. The HPS Contract Term is one 1 year (12 months) under AVR service level, two (2) years up to five (5) years (under AVR or RTF service levels).

ALE may, either directly or through an ALE sub-contractor, contact the Business Partner before the expiration of an HPS Contract in order to determine whether Business Partner wishes to renew its HPS Contract or not subject to the renewals conditions set forth herein. There will be no automatic renewal of an HPS Contract.

The overall HPS Contract Term is limited to five (5) years including the Warranty Period. In case a longer HPS Contract duration is requested by the Business Partner, ALE will assess the feasibility of granting a longer HPS Contract duration.

Termination

The termination rules of the Agreement shall apply individually to each HPS Contract, mutatis mutandi. Termination of the Agreement shall not affect the on-going HPS Contracts, which shall remain unaffected unless there is a ground for early termination.

C. HPS service description

The HPS service is available for eligible Products only. It includes the following:

- Level 3 Support on the Covered Products;
- Access to the service resources of the Enterprise Business Portal;
- Hardware RTF/AVR service level selected during contracted term

The above Services will be made available and rendered to Business Partner provided that the Business Partner is current with the payment of the corresponding HPS Service Fees.

a. Level 3 Support on the Covered Product:

Level 3 Support will be provided by ALE personnel via telephone (hot line), email or via the Enterprise Business Portal, 24 hours per day 7 days a week, in accordance with the response times and severity levels set out in the Agreement. Level 3 Support is limited to:

- Clarification of functions and features of the Covered Product;
- Guidance and assistance with the configuration and operation of the Covered Product;
- Guidance and assistance with problem diagnosis, analysis and correction.

Level 3 Support is provided only to the Business Partner's Certified Experts (ACSE/ACFE) having a Certification on the Covered Product. In accordance with ALE's duties set forth in the Agreement, ALE shall use commercially reasonable endeavors to correct reproducible material errors in the Covered Product.

b. Access to the service resources of the Enterprise Business Portal

The Business Partner has access to the following resources on the Enterprise Business Portal in English or local language when available:

- Technical Assistance,
- User guides and technical documentation,
- Configuration and maintenance tools.

c. AVR/RTF Hardware support services.

The service levels available under an HPS Contract are:

- AVR only for an HPS Contract Term of 12 months.
- AVR or RTF for an HPS Contract Term from two (2) to five (5) years.

D. HPS pricing and discounting

a. HPS rates

The below table provides the HPS price percentages of Hardware value per duration, per service and per Product categories.

The HPS rates at initial ordering deducts the ALE RTF warranty cost and includes the HPS multi-year discount (25% for 3 and 4-years terms, 35% for a 5-years term)

	At initial ordering (incl. ALE warranty and HPS multi-year discount)										At renewal	
HPS Duration	1-year		2-years		3-years		4-years		5-years		1-year	
Product category	RTF	AVR	RTF	AVR	RTF	AVR	RTF	AVR	RTF	AVR	RTF	AVR
Boards	NA	0,5%	1,5%	2,5%	2,2%	3,3%	3,4%	4,8%	3,9%	5,5%	1,5%	2,0%
Wireless phones	NA	0,5%	2,0%	3,0%	3,0%	4,1%	4,5%	6,0%	5,2%	6,8%	2,0%	2,5%
Wired phones	NA	0,5%	1,0%	2,0%	1,5%	2,6%	2,3%	3,8%	2,6%	4,2%	1,0%	1,5%

NA: Not applicable
RTF: Return To Factory
AVR: Advanced Replacement

b. HPS net price calculation

For a given HPS Configuration, the **HPS Net Price** is calculated by summing for the bill of materials of the **HPS Configuration**, the **HPS Hardware Value** multiplied by the **HPS Rate** as defined below:

$$\text{HPS net price} = (\text{Sum of [Hardware value x HPS rate (*)]})$$

(*) defined by HPS Product category, including multi-year discount and ALE Hardware warranty reduction

Hardware Value is equal to the ALE WPL value of the hardware components embedded in the ALE Part number and managed by ALE HWS team. It follows the price change rules set forth in the Agreement for the Price List. Price changes only apply to any new purchases of HPS.

E. HPS Quote to cash and delivery processes

a. HPS ordering rules at first sales

Hardware Premier Service purchasing conditions are the following:

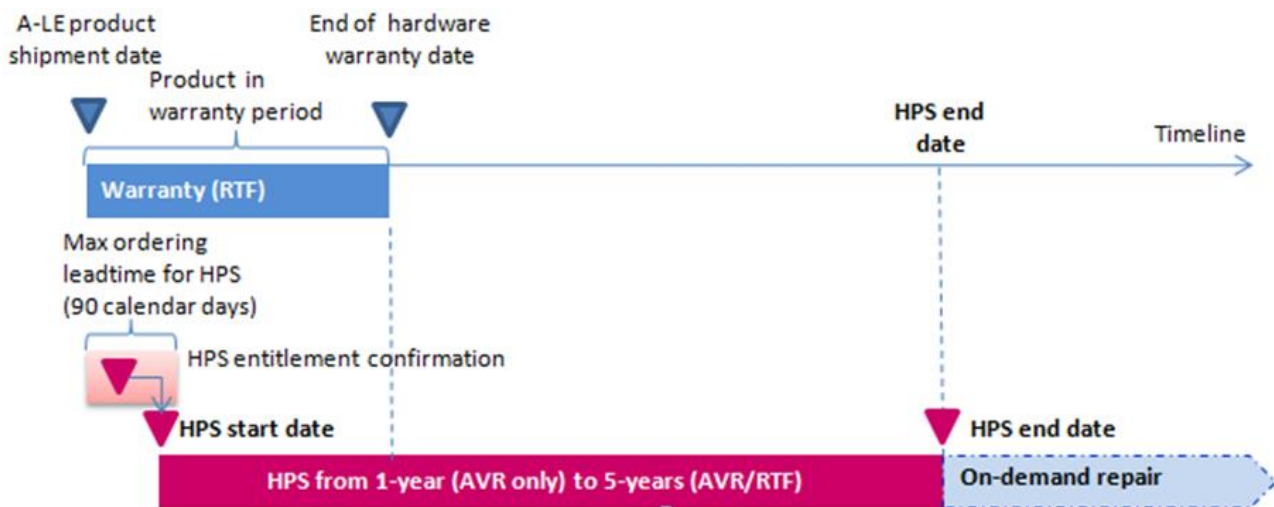
- HPS is optional and can be ordered for an initial period from 1 year to 5 years
- HPS is contracted on a complete first sales order (or a group of first sales orders) with one given service level (RTF or AVR) and with a common ending date
- Business Partner should not be on credit hold by ALE

In order to take into account End-Customer installation lead-time, ALE allows the Business Partner to define his HPS start date, limited to ninety (90) days maximum after the Product shipment date from the ALE warehouse. Therefore, the Business Partner can benefit from a maximum of ninety (90) calendar days lead-time after Product shipment from the ALE logistic center to order the HPS service.

During the interim period between the ALE Product shipment date and the HPS start date, the ALE warranty applies with the standard RTF service level.

After HPS entitlement confirmation by ALE, the Business Partner will be able to download through the ALE Business Portal his list of serial numbers and check the HPS validity dates.

HPS purchasing process on a 1st sales order



b. HPS ordering rules for Add-ons

Are considered Add-ons all commercial items added on top of an existing solution covered by an active HPS contract and where the Business Partner requires an HPS extension to cover the Add-ons.

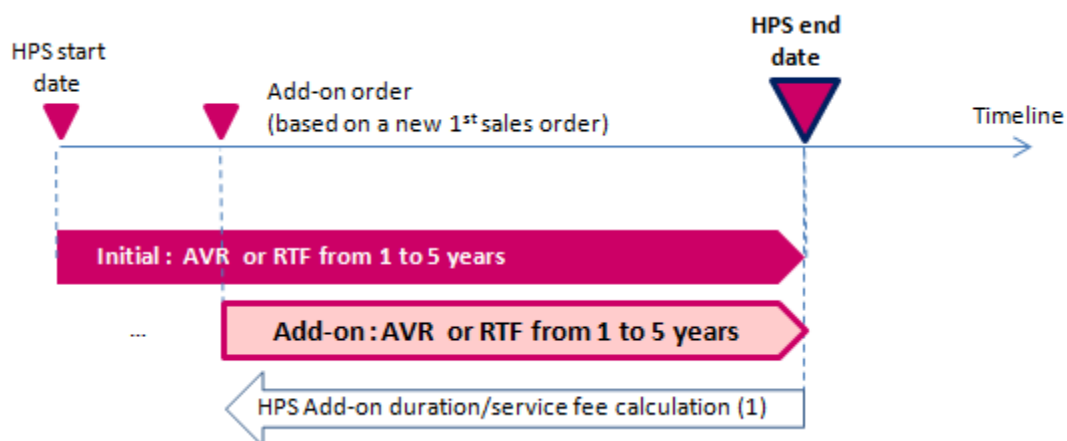
Hardware Premier Service purchasing conditions for add-ons are the following:

- HPS Add-ons need to be ordered with the same service level (RTF or AVR) and same ending date as the initial HPS contract
- Business Partner should not be on credit hold by ALE

The HPS start date for an Add-on is defined by default at the add-on HPS purchasing date plus thirty (30) calendar days (to cover the material delivery lead-time).

Depending on the Add-on date, the HPS Add-on duration and associated service fee will be determined by the following rules:

- If the **HPS Add-on** is ordered **within sixty (60) days** after the initial HPS start date, the HPS Add-on fee will be **100%** of initial HPS duration
- If the **HPS Add-on** is ordered **after sixty (60) days** after the initial HPS start date, the HPS Add-on fee will be calculated based on **50%** of the current year plus the remaining years to reach the initial HPS end date.



c. HPS ordering rules on an End-customer installed base (after grace period expiration)

HPS ordering on an End-Customer installed base may happen when a Business Partner wants to purchase HPS after HPS grace period expiration (thirty (30) days after Product shipment date).

- New deployment of HPS on an End-Customer installed base requires an accurate list of serial numbers which will be used to calculate the HPS amount
- ALE will apply an extra-fee of 30% to this HPS amount

The Business Partner must inform ALE of the wish to order an HPS service on an End-Customer installed base through an eSR.

If the Business Partner is not able to provide a consistent list of serial numbers of the End-Customer installed base, ALE will assess the effort to set-up this list by compiling first sales orders and Hardware Support upfront returns. After acceptance by both parties, ALE will coordinate with the Business Partner the HPS implementation.

ALE reserves the right to reject an HPS request after expiration of the grace period.

d. HPS special duration extension

In case of special duration after 5-years, Business Partner needs to log an eSR to the ALE Welcome Center. Service team will assess the extended hardware support request and provide guidelines.

e. HPS quote / Ordering

To start the process, the Business Partner must log an eSR to the ALE Welcome Center describing his HPS support service request.

Two options are available to get a HPS quotation:

- Option 1: On-demand via an Excel file

Business Partner has to provide to the ALE HWS Front Office team the bill of material to get the HPS quotation. After the acceptance, products and services to be covered by the HPS service have to be ordered through one or several purchase orders with a common HPS service level. After delivery of the items, ALE will issue the HPS invoice including the detailed list of serial numbers.

- Option 2: HPS plug-in in ACTIS

The Business Partner will be able to get his ALE HPS quotation in ACTIS and his pre-formatted HPS purchase order directly out of ACTIS by using the HPS plug-in. ALE will check the consistency after delivery and will issue the HPS invoice including the detailed list of serial numbers.

F. HPS additional documentation

For further detail, beyond the ones provided by this document, refer to [appendix§11](#).

4. HARDWARE SUPPORT EXTENSION SERVICE ON ALE PHONES

This service is designed for ALE Business Partners who only want a 3-years/5-years hardware support service extension on their ALE wired and wireless phones (including ALE SIP Devices Pegasus”) only with a selectable service level AVR or RTF.

A. Value proposition

The offer

- Technical Assistance 24x7 online, via telephone, electronic mail or fax (in English)
- Free RTF/AVR hardware replacement
- Hardware support coverage during the whole contract validity period

The value propositions

Easy to Sell

- Predictable service price based on a % of WPL ALE phones

Simplicity

- Cover all ALE Wireless and Wired phones which may subject to breakage related to the handling of the end customer while ALE PBX remains under ALE hardware warranty
- Easy to Order in eBuy: Service item to be added at product ordering with selectable duration (3/5-years) and service level (AVR/RTF)
- Detailed list of covered products available in eBuy after service invoicing

Service Level

- Replacement of defective products done with the highest service level Certified Repair “Good as New”

B. Service pricing rules and discounting

The budgetary quote for the hardware warranty extension service for an ALE wired or wireless phone is a percentage of his WPL list price per Service Level. It makes it very easy for a Partner to include this service when they do their quote to End-Customer.

HWS extension duration: Service levels:	3-years		5-years	
	RTF	AVR	RTF	AVR
Wireless phones	3,0%	4,1%	5,2%	6,8%
Wired phones	1,5%	2,6%	2,6%	4,2%

As an example, for an ALE 8232s DECT handset with a WPL of 179€, the HWS extension Net price will be $179 \times 6,8\% = 12,2$ € per 8032 DECT handset for a 5-years/AVR service.

At ordering in eBuy, Partner’s Purchaser will be able to select the corresponding Hardware Support Extension service items with a unit price € (or USD) per 1000 € (or USD) of WPL of the phone. The partner is required to calculate the number of units of service to be ordered to cover all wired/wireless phones.

For instance, for one product order including 300 sets of 8028s (WPL=299€) and 100 sets of 8058s (WPL=399€) to be covered by Hardware Support extension of 3-years – RTF service.

- The TOTAL WPL amount of the wired sets ordered will be $300 \times 299\text{€} + 100 \times 349\text{€} = 124\,600\text{€}$.
- The number of units of service will be $124\,600 / 1000 = 124,6$ rounded to 124
- The service amount will be $124 \times 15 = 1\,860\text{€}$ for a 3-years – RTF service.

The service item references are part of the MLE and SMB WPL catalogues with a specific **Service Discount** (GG00) discount set at 0 by default except for VADs where GG00 Core discount applies.

For a given purchase order, the Service **Net Price** is calculated by summing by product category Wired and Wireless the total WPL of the Phone multiplied by the **Service items value divided by 1000**.

Service net price by ALE PO = TOTAL WPL of the Phones * Service item value ^(*) /1000

^(*) defined by Product category Wired/Wireless with the hardware warranty included.

C. Ordering

The Extended Hardware Support service should to be done directly in eBuy at the same time the Partner orders his ALE phones and should cover his entire purchase order. There are some restrictions per purchase order:

- One duration (3 or 5 years)
- One service level (AVR or RTF)
- Units of Service to be consistent with total WPL of phones of the purchase order

D. Invoicing and payment

Service invoicing is done upfront after products shipment from ALE warehouse. The minimum invoicing amount will be 150 Euros per service order.

In case of a discrepancy higher than 10% between the final service invoice amount and the initial service ordering by the Partner, ALE will notify the Business Partner of the discrepancy and provide some explanations before invoicing (errors in ordering or any other reason).

All service payments made by Business Partner to ALE are non-refundable.

E. Service delivery and follow-up

After ALE service invoicing, the Business Partner will be able to download his serial numbers list through the Enterprise Business Portal with his ALE purchase order reference. Refer to Appendix §4 for more details.

F. Additional documentation

For further detail, beyond the ones provided by this document, refer to [appendix§11](#).

III. SOFTWARE SUPPORT SERVICES

1. Solution Premier Service (SPS)

A. SPS value proposition

The offer

- Technical Assistance 24x7 online, via telephone, electronic mail or fax (in English)
- Problem Diagnosis and Software updates (dynamic patches & maintenance releases) with associated Documentation / Release Notes
- Free and unlimited access to release evolutions (minor and major)
- Access to the ALE online Technical Resources center
- Support coverage during the whole contract validity period. Please refer on the Appendix §4 for more details.

The value propositions

Simplicity

- Simple offer: one SPS contract covering the whole solution (OmniPCX Enterprise or OpenTouch system and applications). A unique SPS service is active for the entire solution, which includes all supported Products and applications attached to the same System ID.
- Simple pricing model: calculation based on the Product software worldwide list price
- Simple invoicing management: Product invoice number is shown on the service invoice

Predictable pricing:

- Simplified pricing calculation for add-ons. Please see the Add-ons section.
- Predictable price in ACTIS for first orders, Product upgrades and renewals: real value of installed base for SPS calculation

Service Level Objectives:

- Service Level Objectives (SLO) are applied to Partners having support contracts. Please refer to [Appendix §7](#) for more details.

Flexibility:

- Possibility to choose multiyear contracts and to benefit from multiyear discounts

Visibility:

- By uploading the Service file for ACTIS from eBuy, the Partner can view his entire installed base value at a glance. Please refer to the SPS Process Guide for details on the Service file for ACTIS.

B. SPS general terms and conditions

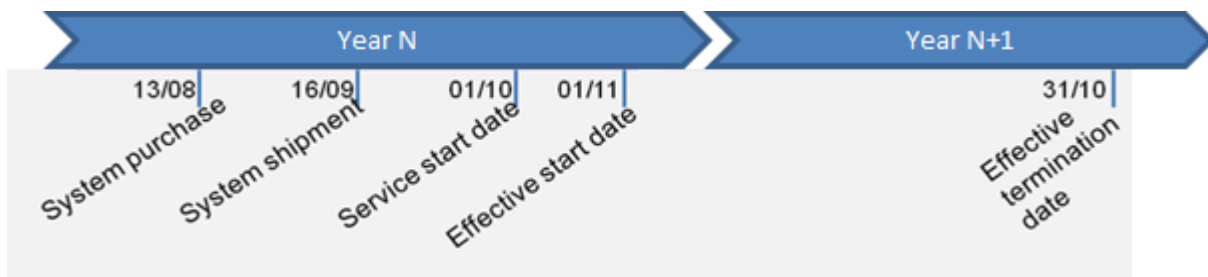
a. End-Customer information

When purchasing SPS, the Business Partner will be required by ALE to provide with the End-User's details that will be associated to that service.

b. Contract start date

For new system, the first period of a contract has a duration of 13 months

All contracts are aligned to expire at the end of a month. This alignment is free of charge. Contract renewals are for 12 months minimum starting from the expiry date of the existing contract.



Service Start Date is the Date of shipment (or the delivery date of key activation for software) aligned to first the day of the next month.

c. Contract duration

Depending on the policy of the Products which compose the solution and the contract status (first ordering, renewal, restart, or migration), the ACTIS configuration tool and eBuy ordering tool will propose SPS contract duration from 1 to 5 years.

If the SPS service includes an End-of-Life solution, a 1-year only SPS contract will be proposed by default (such as currently the OTBE, CCIVR, Fax standalone), the Partner has always the possibility to request a multiyear contract by opening a Service request.

d. Contract termination

A SPS Contract shall remain in effect for the full period for which the SPS Service was purchased ("SPS Contract Term") unless earlier termination.

At the end of the initial period, the business partner will have to renew the support service and to pay the related service costs. ALE will acknowledge the service renewal through contract information.

By exception, for Products having a limited time of right of use starting from the time of its online generation, it shall be the responsibility of the Business Partner to order a new Product with the support included at the end of the term of the license.

If the Business Partner terminates any multiyear SPS contract for whatever reason not caused by ALE, then the Business Partner will have to refund the corresponding SPS multiyear discount he benefited from.

If ALE decides to terminate a multiyear SPS contract before the regular expiry of the SPS contract, Alcatel Lucent Enterprise will not charge the remaining full years.

The Termination rules of the Agreement shall apply individually to each support service contract, mutatis mutandi. Termination of the Agreement shall not affect the then ongoing support service contracts, which shall remain unaffected unless there is a ground for early termination.

e. Consequences of SPS Contract Expiration or Termination.

Distribution License's terms of your distributorship contract apply: if a SPS Contract expires or is terminated on a System ID, (i) access to ALE's support (evolutive and/or corrective maintenance) on that System ID shall end and (ii) Business Partner's rights to distribute support (evolutive and/or corrective) on that System ID shall end.

f. Payment and Invoicing

The SPS Service Fees shall be paid by the Business Partner annually, in advance. Multiyear SPS Contracts can be paid entirely upfront for all subscribed years, or per year at the beginning of each year. The corresponding invoice(s) shall be issued accordingly.

- When the payment of Service Fees for a multiyear SPS Contract is to be made per year, it is for convenience only: the Service Fees are due for all the years subscribed under such multiyear SPS Contract.
- All payments made by Business Partner to ALE under the SPS Contracts are non-refundable, even if no Software Update has been made generally available during the term of the SPS Contract.
- Any started year is due.

SPS Service contract is invoiced separately from the Product invoice. Product invoice number appears in the Service invoice, and/or the Service invoice number also appears in the Product invoice, making it easier to link them.

SPS service invoices are grouped monthly, gathering monthly SPS activity-detailed services lines. If this standard format does not fit to your needs, please open an eSR for requesting individually invoicing.

Service Fees are also due for Add-ons to Covered Products.

C. SPS service description

The SPS Service under a SPS Contract includes the following:

- Level 3 Support on the Covered Product
- Access to the service resources of the Enterprise Business Portal
- Software Maintenance Releases
- Software Updates (Major and Minor Releases)

The above Services will be made available and rendered to Business Partner provided that the Business Partner is current with the payment of the corresponding SPS Service fees.

a. Level 3 Support

Level 3 Support will be provided by ALE personnel via telephone (hot line), email or via the Enterprise Business Portal, 24 hours per day 7 days a week, in accordance with the response times and severity levels set out in the Agreement. Please refer to [Appendix §7](#) for more details. Level 3 Support is limited to:

- Clarification of functions and features of the Covered Product;
- Guidance and assistance with the configuration and operation of the Covered Product;
- Guidance and assistance with problem diagnosis, analysis and correction.

Level 3 Support is provided only to the Business Partner's Certified Experts (ACSE/ACFE) having a Certification on the Covered Product. Level 3 Support is chargeable in addition to the Service Fees when it is provided to non-Certified experts; the price of the Level 3 Support provided to non-Certified experts is set forth in the Price List.

In accordance with ALE's duties set forth in the Agreement, ALE shall use commercially reasonable endeavors to correct reproducible material errors in the Covered Product.

b. Access to the service resources of the Enterprise Business Portal

The Business Partner has access to the following resources on the Enterprise Business Portal in English or local language when available:

- Technical Assistance,
- User guides,
- Technical documentation,
- Maintenance Releases,
- FAQ,
- Configuration and maintenance tools,
- Training tools (online training, new training, level evaluation test)

c. Software Maintenance Release

ALE grants the Business Partner the right to download the Maintenance Releases and their associated release notes from the Enterprise Business Portal or any other location indicated by ALE, and to duplicate such Maintenance Releases on the Covered Products validly purchased by Business Partner under the Agreement. Installation and configuration, sizing and upgrade of the Covered Product using such Maintenance Release shall remain the Business Partner's responsibility. The Business Partner will affix all copyright, proprietary and confidentiality notices that appear on the original.

d. Major and Minor Releases

During the term of a SPS Contract for a given Covered Product, ALE grants the Business Partner the right to download, from the Enterprise Business Portal or any other location indicated by ALE, all Software Updates, their associated release notes and the necessary software enabling keys for such Covered Product, and to install such Software Updates on such Covered Products only.

The Software enabling key shall be calculated by ALE on the basis of the System ID of the Covered Product covered by the SPS Contract.

For the avoidance of doubt, nothing herein or in the Agreement obliges ALE to develop or make generally available new Releases for the Covered Products.

Find more details about Software lifecycle and support in [Appendix §5](#)

e. SPS Service Scope

SPS Service is strictly limited to the services described in this [Appendix §4](#), and does not include any labor time or extra cost related to the implementation of Software Updates or Hardware upgrade. Without limiting the generality of the foregoing, ALE shall be entitled to charge reasonable additional fees for all services that would be provided by ALE beyond the scope of SPS Service. Without prejudice to the foregoing, it shall be Business Partner's responsibility to manage and perform the implementation of the Software Updates and Hardware upgrades at the End-Users' sites, taking into account any related constraints, such as interoperability with technical and system environment, back-ups of data and configuration.

SPS Service is not applicable for:

- Unauthorized updates, upgrades, alterations, modifications and unlicensed use of Covered Product or part thereof,
- Any Software release which is end of support according to the ALE software policy
- Operating system of the Covered Product when such operating system is not an ALE Product.
- Products which are in "try and buy" mode,
- Enhancement or specific developments which are not integrated into the generic version of the Software Product

D. SPS pricing rules and discounting

All payments made by Business Partner to ALE for SPS are non-refundable. Any change on prices and/or percentages applied will be notified by ALE to the Business Partner via an eFlash and will be published on the Enterprise Business Portal.

Whereas Product prices and software values might increase (inflation...), SPS price is guaranteed (at same perimeter) for the contract duration in case of multiyear engagement or auto-renewal.

a. Software Value and Service Type referential

Hereunder as an example, the extract of the ALE WPL product catalogue defining the unit Software Value and Service Type by ALE part number:

Part number	Description	Disc	WPL €	Service type	Software value €	Status	Comments
3BA09403JA	8770 PKI service for enhanced centralised certificate management and other security services such as IP Sec client 8770, SSH and SFTP OXE license	CC40	4 995,00 €	G1	4 995,00 €		

b. SPS Rate by Service type

Service type	Designation	SPS Rate
B	OmniPCX™ Enterprise Product family	8%
G1	OpenTouch™ Product family	12%
F1	OmniVista™ Product family	12%
C3	OmniTouch™ CCIVR Product family	12%
A1	Visual Automated Attendant	12%
A2	Visual Notification Assistant	12%
A3	Dispatch Console	12%

c. NN02 Contractual discount

The NN02 discount granted to Business Partner is displayed on ALE eBuy ordering tool.

URL link: [https://ebuy.businesspartner.al-](https://ebuy.businesspartner.al-enterprise.com/downloadupload/downloaddiscountcoeffs.aspx)

[enterprise.com/downloadupload/downloaddiscountcoeffs.aspx](https://ebuy.businesspartner.al-enterprise.com/downloadupload/downloaddiscountcoeffs.aspx)

d. Multi-year Discounts

An additional SPS Multiyear Discount is granted according to the engagement term of the SPS contract to be ordered.

Term	SPS multi-year discount
1, 2 Years	0 %
3, 4 Years	15 %
5 Years	25 %

e. SPS net price calculation

The Software Value of a System ID is the sum of all the detailed software values purchased during the lifecycle of the System ID at the time of calculation.

The SPS net price is calculated by the following formula:

$$\text{Net SPS price} = \text{Sum of } [(\text{Software Value} \times \text{SPS Service Rate}) \text{ by service type}] \times (1 - \text{NN02 Support Service Discount}) \times (1 - \text{SPS Multiyear discount})$$

E. SPS business use cases description

a. SPS initial ordering

A one year SPS contract is mandatory at the purchase of an MLE system ID. It includes the OXE/OT and any other applications embedded.

The multi-year option is available at first sale: Partners have the choice to purchase a minimum one-year SPS contract, or a multiyear (2, 3, 4 or 5 years) contract in ACTIS and eBuy. Purchasing a multiyear contract grants additional discounts (15% for 3 or 4 years and 25% for 5 years)

All SPS contracts can be quoted using ACTIS and then ordered online via the ALE eBuy platform at the system or add-on ordering time or as standalone order for renewal or contract upgrade.

When purchasing SPS through a given SPS Contract, the Business Partner will provide ALE with the End-User's details that will be associated to that SPS Service.

b. Add-ons & Software upgrades with an active SPS

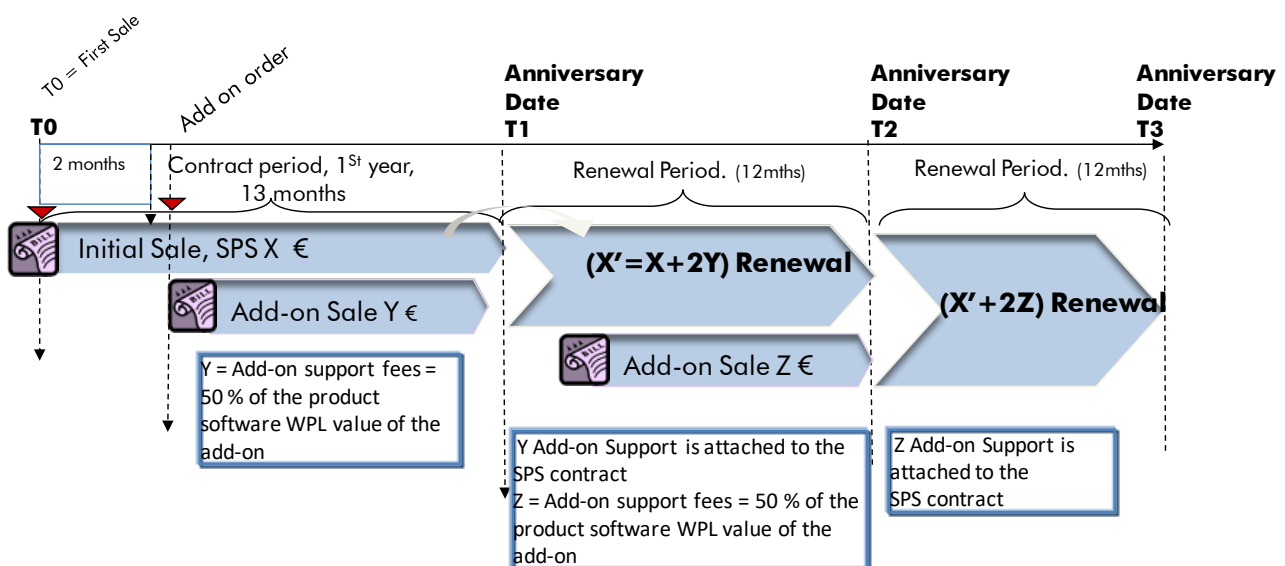
Depending on the ordering date of the add-on, the SPS amount for the add-on differs:

- If the add-on Y is ordered within the two (2) months following the first sale (T0), it will be invoiced at 100% of its Y maintenance value,
- After this period, it will be invoiced at 50% of its maintenance value for the current year,
- Then, in case of a multi-year engagement, the add-on will be invoiced at 100% % of its Y maintenance value for the remaining annuities.

At renewal time T1, 100% value of the add-on Y will be invoiced for the following years.

- In case of a second add-on Z is placed after first renewal, the add-on Z will be invoiced by default at 50% of its Z maintenance value for the current year whatever the ordering date,
- Then, in case of a multi-year reengagement, the add-on Z will be invoiced at 100% % of its Z maintenance value for the remaining annuities.

At renewal time T2, the SPS amount will be calculated based on 100% of the initial + add-ons maintenance values for the following years.



c. Renewing SPS

SPS renewal conditions are the following:

- The renewal can be done whenever the SPS contract is in the renewal period (ie 3 months before the end date of the active SPS service and up to the end date of the Grace period),
- Business Partner should not be on credit hold by ALE,
- Renewals are possible for one year or more at the expiration of the current SPS contract. Business Partner needs to make sure that he complies with the ALE MLE Software Release policy.
- The SPS multi-year discount applies,
- If the new renewal occurs after a Special Reduction Request (SDR) has been granted in the past, it won't be applied at renewal. A new SDR shall be requested by the ALE Trading Partner.

SPS renewals including the Grace Period

➤ **Baseline for SPS renewal calculation: Renewal Service Index**

SPS renewal conditions are the following:

- The contract is backdated and starts the day following the former period termination date,
- According to the new term selected by the ALE Business Partner, the SPS Multi-year discount conditions applies as defined in the chapter III.A.4.d,



During the Grace period, the contract is “on hold”. The services (support, upgrades, ...) are not provided anymore. After this period, a restart offer is necessary.

Restart after Grace period

➤ **Baseline for SPS restart calculation: WPL Service Index + Restart fee based on the WPL Service Index**

Restart applies when the SPS contract is expired and the grace period is over. The price will be based on the WPL Service Index value plus the reactivation fee (+30% of the WPL Service Index). No reactivation fee in case of Multi-Year renewals.

The contract renewal start date is the first day of the following month of the contract ordering date.

SPS Auto-renew (optional)

- By default, first time SPS contracts are set to manual renewal, auto-renewal is available in ACTIS only as an option. The auto-renew option can be selected from the start in the eBuy shopping cart, if Business Partner does not want to manually renew. Contract characteristics are the same as manual renewal.
- In case of auto-renewal mode, the contract will be automatically renewed at the anniversary date of the SPS Contract for twelve (12) consecutive months periods
- It is possible at any time to change the renewal mode from auto-renew to manual and reversely, at **minimum 30 days prior to the expiration date.**

- To change from manual to auto-renew: the Business Partner needs to open a service request to the ALE Welcome Center copying his/her ALE sales representative (Service type = SPS contract, Prod category = Contract, SR type = sales order modification). In the Service Request, Business Partner needs to mention the contract number and the modification required. If Business Partner chooses the auto-renew option, the contract will be automatically renewed at the expiry date, based on the current system configuration and existing service level. If Business Partner chooses the manual option, he will have to renew the contract at expiry date.
- An electronic request form template is available upon request to ALE Welcome Center.

Renewing SPS contracts in advance (optional)

Support Services Contracts can be renewed in advance (ie before the last 90 days before the current contract expiration/anniversary date) by logging a service request to the ALE Welcome. In this case:

- Invoice date: the contract will be invoiced on the 20th of the month following the expiration date of the current contract (same date as if contract had been renewed on anniversary date). Eg: Current contract expires on July 31st. Renewal is ordered on May 15th. New contract will be invoiced on August 20th.
- Add-ons and renewals: For all add-ons ordered between the renewal request and the support contract anniversary date, the add-on maintenance will be charged with a 50% discount the current year. At renewal time, normal behavior will occur.

ALE renewals notifications

Business Partners are able to get their status contract at any time by using the ALE Fleet Dashboard solution or the SPS checker solution (refer to appendix §2).

In order to ease the SPS renewal, ALE has set-up a proactive renewal process to support the Business Partner in his renewing process towards his End-Customer:

- Business Partner is notified about the renewal opportunities of their expiring contracts;
- Then, regular reviews are done with the Partner to follow-up on the renewal opportunity status until completion including win/loss reasons;
- All expired contracts will be kept in the list until a clear status is provided.

Quoting and ordering at renewal:

Partner can obtain a quote and doing a price simulation:

- in ACTIS at any moment;
- in eBuy via the Enterprise Business Portal from 90 days before contract termination to the end of grace period.

After the grace period, restart can be quoted using ACTIS/eBuy

Changing the renewal option from manual to auto-renew and reversely:

Auto-renewal is available in ACTIS as an option. By default, contracts are not in an Auto-renewal mode. To do so, Partners are requested to open an eService Request copying their ALE sales representative.

Multi-year renewal and “end-of-support” Products:

ALE proactively publishes on a regular basis:

- Updates on the MLE Release policy to inform Business Partners on the phase-out the Products and the release computability of the different products

- Phase-out “eFlash” for the detailed information

As SPS contract covers a global solution, which may be composed of Products which will be “*end-of-life*”, and then “*out of support*” before the end of the multiyear contract, it is important that Business Partner is fully aware and anticipate transformation of the End-Customer PBX landscape.

To Business Partners facing these situations, ALE will propose:

- A SPS contract :
 - on the whole solution as long as the phase out Product is supported,
 - on the whole solution without the phase out Product after the Product “out-of-support” date
- A Transformation plan to migrate the actual solution to New Generation Solution. The New Solution can be covered by a SPS contract.

If end-of-life is already programmed

If the Product end-of-life is already programmed, the Business Partner may not be able to purchase a SPS contract renewal on the whole solution for the expected period.

If a Partner wants a multi-year renewal on the end-of-life solution, he will need to open a Service Request for analysis.

If end-of-life is not already programmed

Partners will purchase the SPS automatically via Quotation Tools (eBuy and ACTIS) for the expected period and will benefit from associated discounts.

In case of annual payment:

- The Partner will be invoiced yearly for the whole SPS price until the Product is end of support
- After the end of support, the value of the SPS for the “*out of support*” Product will be automatically removed from the SPS value of the whole solution: it will not be invoiced anymore.

In case of upfront payment, the Partner should open a request for Credit Note. The Credit Note will concern the SPS value of the “*out of support*” Products, for the period between the “*end of support*” date and the contract expiration date.

d. Restarting an SPS contract

After the grace period, Business Partner who wants to renew their contract will have to request a Restart service through ACTIS. The Restart service must be for a minimum term of 1 year and the restart date will be the first day of the month following the ordering date.

Reactivation fees are charged once, while restarting the contract with following exceptions:

- New SPS Contract on a system which has never been under Maintenance contract.
- Take-over
- Multi-year contracts of 3 years or more when placing the restart offer.

The table hereafter describes the different possible situations of discontinuity of a Support contract, and the actions to perform to benefit of a SPS contract.

Former contractual situation	No contract	Under SPS, during grace period	No valid SPS, after grace period
Action	New SPS	SPS Renewal	SPS Restart offer
Reactivation fees	No	No	Yes ⁽¹⁾
Technical Upgrade	If OXE/OT is not in an active release ⁽¹⁾ : SW upgrade is mandatory and charged	If OXE/OT is not in an active release ⁽¹⁾ : free of charge SW upgrade is recommended ⁽²⁾	If OXE/OT is not in an active release ⁽¹⁾ : SW upgrade is mandatory and charged
Contract start date	First day of the month following the SPS ordering date	First day of the month following the former SPS expiration date	First day of the month following the SPS ordering date
Additional Comments		Services are on hold during grace period	

(1) Please refer to [MLE software release policy document](#) for more details on the detailed use cases

(2) Please refer to [appendix5](#) for more details on the ALE Technical Support policy.

e. Contract Take-over

➤ **Baseline for SPS contract take-over calculation: WPL Service Index**

Take-over definition

SPS contract improves the loyalty between a Partner and a Customer. A Support Service contract is unique to a given serial number of a Product or a System id and cannot be transferred in whole or in part, either definitively or temporarily, to any other Business Partner without ALE prior written consent.

Nevertheless, the Customer has the possibility to change their Reseller (for example, if dissatisfied, in case of RFP, ...) by requesting an exceptional procedure of contract Take-over. Take-over occurs when a Business Partner (New) takes over responsibility for support from another Business Partner (Original)

The New Business Partner must:

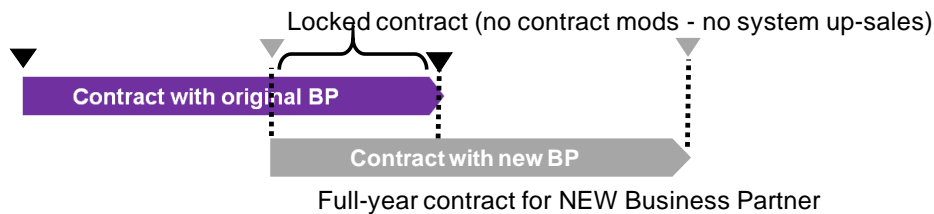
- Buy the remaining duration of the contract, rounded up to the nearest full year, the minimum being a full-year of service.
- Take over the full solution (system and applications). No partial take-overs are possible. No back-dating applies.

The Original Business Partner:

- Has still access to service but no licenses upgrades or up-sales are possible (locked contract) until the contract anniversary date.
- In case of take-over of a multiyear contract and upfront payment, can open a Service request to obtain a credit note on the complete remaining years. Any year started is charged.
- The **End-Customer** keeps their right to upgrade while their contract is active, independently of the Partner. The new Partner will recover the system in its actual releases. The upgrade is not mandatory before takeover.

The New Business Partner contract will start the first day of the month following the order. The Original Business Partner contract will end at anniversary date.

During this take-over period, the Service is charged to both Partners, and the Support Service may be delivered to both of them.



Take-over process rules at a glance

The process for a take-over is the following:

- New Partner opens a Service Request to the ALE Welcome Center.
- The ALE Sales Representative/ Service Sales Specialists give or not their agreement on the take-over by e-mail. ALE reserves the right to:
 - apply a fee on take-over operation
 - refuse the use of the promotion in case of take over
 - reject take-over requests should potential conflicts occur.
- If necessary, the creation of a manual quotation for take-over will take place. This proposal will be based on new Partner contractual NN02 discount and same conditions than a SPS first sale pricing. If the remaining period is a multi-year period, the corresponding multi-year discount will be applied.
- The Partner and the End-Customer agree on the quote.

The End-Customer must send a written confirmation to ALE that he wants a take-over. The Partner sends a PO (Purchase order), the CPU is transferred.

- The new Partner can download the ACTIS file and pass his order.

Following table describes the different possible situations of take-over of a support contract:

Former contractual situation	Valid SPS contract or SPS in grace period	Expired SPS
Manual quote	Yes	No
Possibility to download the ACTIS file	Only after take-over	Yes
Contract duration	1 year minimum. In case of multi-year contracts, multi-year discounts apply	

f. Tendering for a new ALE system ID at renewal

➤ Baseline for SPS contract take-over: WPL Service Index

If an End Customer wants to have several ALE Business Partners bidding for a renewal, the Business Partner needs to raise a service request to the ALE Welcome Center and request the ACTIS configuration based on the ACTIS reference, and the bid reference of the End-Customer.

For more details on SPS business use cases, refer to [appendix\\$10](#)

F. SPS additional documentation

For further details, beyond the ones provided by this document, refer to [appendix\\$11](#).

2. OTEC Support Service

The OTEC support model can be associated to two service levels SPS and Premium SPS.

A. OTEC SPS

A SPS maintenance fee is natively included into the OTEC Right-To-Use. Please consult the OTEC Product Addendum and the [appendix\\$7](#) for more details on the SPS Service Level Objectives.

B. OTEC Premium SPS value proposition

In the Cloud Model, a Service Provider can offer Communications Services with one central system dedicated to each Enterprise or shared in a Software as a Service (SaaS) model (IP Telephony as a Service (IPTaaS), Unified Communications as a Service (UCaaS) or Contact Center as a Service (CCaaS)).

The End Customer pays to use the Communications Services, so it is important that the Service Provider is able to maintain the platform and quickly resolve issues, both financially and in terms of image.

It is essential that the End Customer benefits from the involvement of the Service Provider and Vendor as they provide and manage the End Customer's solutions.

Our Premium SPS for OTEC is offered to Business Partners and End Customers of OTEC Service Providers on top of their active maintenance contract included in OTEC RTU. This Premium Support Service prioritizes ALE Technical Support Service involvement if there is an issue with the OTEC solution, by providing a more aggressive response and resolution Service Level Objectives.

C. OTEC Premium SPS description

a. Eligible Products

The Premium SPS for OTEC covers the OXE which contains Contact Center Standard Edition and OT components (including OT client applications) of the OTEC infrastructure of the Partner.

All other applications are supported in standard mode.

b. Service Performance

The Premium SPS for OTEC covers the same perimeter as SPS and offers the following additional services:

- A higher-priority response for OXE and OT components of the OTEC solution — by phone, e-mail or using the web
- A higher-priority remote resolution of the diagnosed problem, if it results from the OXE and OT components of the OTEC solution, to ensure business continuity in the overall End-Customer solution

The Premium SPS contract for OTEC improves the SLA of a standard SPS (SPS). Severity 1 and 2 cases are both considered as Severity 1; Severity 3 and 4 cases are both considered as Severity 3. Please refer to [Appendix §8](#) for more details.

c. Service Duration

The Premium SPS for OTEC is an optional service.

On top of the existing initiation and termination rules of the OTEC Solution, the following rules apply:

- When a Business Partner subscribes to Premium SPS for OTEC, the service is purchased for a minimum of 12 (twelve) months, with no limit of duration.
- The service is invoiced monthly.
- The service is activated as soon as the Business Partner does the request.

d. Invoicing

In addition to the standard payment rules described in OTEC Product Addendum, the following rules apply:

- Any started month is due
- All payments made by the Customer to ALE for its Premium SPS for OTEC contract are non-refundable, even if no case has been opened.

The Premium SPS for OTEC is included in the OTEC invoice.

e. Prerequisites

For ALE to execute the Premium SPS for OTEC in an efficient and professional manner, the following elements are the Customer's responsibility.

In addition to the prerequisites described in OTEC Product Addendum, the Business Partner will:

- Appoint authorized and certified personnel (ACSE level) to initiate and manage support requests to ALE (only certified experts are allowed to open service requests)
- Keep a remote access available to ALE experts
- Maintain the OTEC solution at the latest MD (maintenance delivery) release
- Implement the workarounds, patches and fixes made available by ALE, in the End-Customer infrastructure
- Provide, when required, and with ALE contribution, timely and accurate reports regarding the service requests to the End-Customer
- Provide detailed information and configuration change tracks of systems and Products that have been performed prior to the reported incident. Such tracking has to be set up and maintained with a minimum 1-month rolling window
- Ensure the standard ALE Products on which the Premium SPS for OTEC is contracted are fully supported under standard software and Hardware support contracts (see chapter 5: Limits and Exclusions)
- Relay communication between ALE and the End Customer
- Communicate VPN details

f. ALE Duties

The Premium Support Service contract for OTEC consists of online technical support with higher priority. Depending on incident types, ALE specialists:

- Diagnose and qualify the reported incident

- Perform troubleshooting
- Analyze logs and configuration changes
- Isolate and reproduce the problem in a lab environment
- Define and coordinate technical inquiries that may be required for workarounds and fixes
- Design workarounds, patches, and fixes, and make them available to the Customer for joint implementation
- Provide the Customer with regular feedback during the full management cycle for reported incidents
- Update the documentation and recommendation sheet to keep them consistent with fixes, as appropriate
- Provide upgrades when required for business continuity, following a minor upgrade of an ALE Product

g. Limits and exclusions

In addition to the limits and exclusions described in the OTEC Product Addendum, the following are not included:

- On-site assistance to the deployment of any minor or major releases of the Partner Solution.
- Version updates, release evolutions, alterations and/or modifications performed by the non-certified staff of the Partner, or without agreement with ALE
- Support of the OTEC solution in case of service discontinuity following an update of a non-ALE component performed by the Customer or the End Customer without agreement with ALE
- Support of ALE standard software components not included in OTEC solution. This support is provided through a SPS contract for a minimum one (1) year compulsory period at purchase time, renewable over several years up to 5 years
- Support of non-ALE software components of the End-Customer solution (including servers, OS ...), not sold by ALE, is covered by the support contract of the manufacturer of these components in respect of the transfer of warranty from ALE to Customer
- Hardware support of ALE standard components
- Using the OTEC solution without appropriate licenses

D. OTEC Premium SPS pricing rules and discounting

The Premium SPS for OTEC price per user per month is detailed in the OTEC Price List, for all the users of the End Customer environment.

The Premium SPS for OTEC price is on top of the Maintenance Standard service price, which is included in the OTEC RTU.

E. OTEC Premium SPS Quote To Cash and delivery processes

a. Service Initiation

The Premium SPS for OTEC can be ordered as follows:

- From the OTEC Business Store, if the Business Partner subscribes to the Premium SPS for OTEC when he subscribes to the OTEC Service:

- When the OTEC initiation is complete, the Premium SPS for OTEC has to be requested by opening of Service Request at ebg_globalsupportcenter@al-enterprise.com.

The request created for the Premium SPS for OTEC is attached to the existing OTEC contract: the contract number used for requests for assistance is the same.

The Premium SPS for OTEC is activated immediately after receiving the Partner request. Standard payment rules described in OTEC Product Addendum apply for the Premium SPS for OTEC.

b. Service delivery

When a SR or an eSR is received, the ALE Welcome Center checks if the following conditions are fulfilled:

- The Business Partner must not be on credit hold by ALE on its OTEC solution
- A Premium SPS contract for OTEC is active
- The caller is certified at ACSE level (certification is OpenTouch Enterprise Cloud).

As a reminder, Level 3 and 4 Support is only provided to the Business Partner's certified experts ACSE certification. Level 3 Support is chargeable in addition to the service fees when it is provided to non-certified experts; the price of the Level 3 Support provided to non-certified experts is set forth in the MLE (Medium and Large Enterprise) Global Commercial Catalogue Price List available on the ALE Business Portal

A unique reference number is assigned to the service request, which is routed to the appropriate specialist. Service requests are processed according to the Premium SPS for OTEC Service Level Objectives depending on incident's severity. For more details on the SPS Standard and Premium Service for OTEC Level Objectives for response time, resolution target and defect correction, see [Appendix §8](#) for more details.

c. Service Termination

In addition to the standard termination rules described in OTEC Product Addendum, the Business Partner can stop the Premium SPS for OTEC at any time, by opening a service request at ebg_global_supportcenter@al-enterprise.com.

3. Specific Application Support service (SAS)

The Specific Application Support (SAS) service is a software support service delivered by ALE to Partners on:

- **Either an ALE Specific development**, ie customized applications and scripts designed and developed by ALE and approved by Partner for one specific customer request,
- **Either Off-the-Shelf application** created by ALE and integrated into a complete and supported End-Customer solution.

A. SAS value proposition

The offer

- Free and unlimited access to software evolutions* (minor and major releases) for the covered Off-the-Shelf application
- A remote problem diagnosis – on specific software development or Off-the-Shelf application - by phone, email or web
- A remote resolution of the diagnosed problem, if it results from the specific development or the Off-the-Shelf application created by ALE, to ensure business continuity in the overall end-customer solution
- Software license reissuance in case of platform crash or product re-hosting

**excl: SAS VAA R3 does not provide free access to R4, Customer needs to use ACTIS to trigger the migration to VAA R4 (associated to SPS VAA).*

The value propositions

Rely on the expertise of ALE team

- ALE team manage and maintain on behalf the Partner the off-the-shelf or specific developments requested by the End-Customer

Predictable and optimized pricing

- Partners benefits from predictable and optimized prices for their specific developments.

Security

- Based on the ALE Service Level Agreement for the SAS services, Partners are secured towards their End-Customer engagements on their deliveries, software maintenance and evolution.

B. SAS general terms and conditions

The SAS contract covers the update of the specific development or Off-the-Shelf application code in case a dysfunction of the specific development is diagnosed or in case a change of version known as "minor" of an Alcatel-Lucent Enterprise product of the End-Customer solution occurs and causes discontinuity in the overall end-customer solution.

The SAS contract does not cover major version changes of an ALE product or a Third Party product bringing a technological breakdown, for example on an Application Programming Interface (API), which could make the specific development created by ALE incompatible with the End-Customer new environment. In this case, ALE offers an assessment service to evaluate the impact on the specific development of the migration to a major version of ALE product(s).

In case an on-site intervention is needed, and agreed by all Parties (ALE, Business Partner and End-Customer), ALE will provide a quote for the required on-site assistance, including travel and living expenses. The Customer will then send ALE a purchase order corresponding to the quote amount before the on-site intervention.

a. Ordering

The SAS service is mandatory for the first year and can be ordered :

- Either via ACTIS/eBuy for the Off-The-Shelf Application 1-year along with associated licenses
- Either via a manual PO corresponding to a response by ALE of a request for quotation from Business Partner:
 - for a customized application,
 - **or for a Renewal.**

The purchase order must make direct reference of the ALE proposal, and must indicate the customer invoicing address, the delivery address, the name of the contact and the quotation amount (in Euro or U.S. Dollar). **The End-Customer name is a mandatory information for the delivery of the SAS contract.**

A valid SPS contract is mandatory on the MLE PBX platform for at least the same duration as the SAS contract.

b. Contract duration

For Specific Developments: A SAS contract is mandatory at purchase for one year to cover Specific Developments. It may be purchased on a yearly (in ACTIS/eBuy for Off-The-Shelf applications) or on a multi-year basis (from 2 to 5 years) on a eSR to the ALE Welcome Center. The SAS contract shall be effective from the date of specific development acceptance. The production use of the system is considered as acceptance from Customer.

For Off-The-Shelf applications: A SAS contract is mandatory at purchase for one year to cover the Off-the-Shelf applications. It may be purchased on a yearly or on a multi-year basis (from 2 to 5 years). The SAS contract shall become effective from the ordering date.

In both cases, a SAS contract shall remain in force for a minimum initial period of 1-year. The SAS contract shall be thereafter renewed for successive one-year periods by agreement of the Parties.

c. Contract termination

A SAS Contract shall remain in effect for the full period for which the SAS was purchased unless earlier termination.

At the end of the initial period, the business partner will have to renew the support service and to pay the related service costs. ALE will acknowledge the service renewal through contract information.

If the Business Partner terminates any multiyear SAS contract for whatever reason not caused by ALE, then the Business Partner will have to refund the corresponding SAS multiyear discount he benefited from.

If ALE decides to terminate a multiyear SAS contract before the regular expiry of the SAS contract, Alcatel Lucent Enterprise will not charge the remaining full years.

The Termination rules of the Agreement shall apply individually to each support service contract, mutatis mutandi. Termination of the Agreement shall not affect the then ongoing support service contracts, which shall remain unaffected unless there is a ground for early termination.

d. Consequences of SAS Contract Expiration or Termination.

Distribution License's terms of your distributorship contract apply: if a SAS Contract expires or is terminated on a System ID, (i) access to ALE's support (evolutive and/or corrective maintenance) shall end and (ii) Business Partner's rights to distribute support (evolutive and/or corrective) shall end.

e. Payment and invoicing

SAS invoicing starts on the 1st day of the month following the ordering and is not related to the delivery of the associated licenses, if any.

Multi-year contracts (On quotation only) are by default invoiced upfront for the totality of the multi-year contract value(quotations). However, if the yearly amount is bigger than thousand (1000) EUR/USD, the Multi-year contract can be invoiced on a yearly basis, on request of the Customer and with the prior agreement of ALE. Multiyear contracts have to be honored until the end of their term. When the Parties have agreed that the payment for multi-year SAS contract is to be made per year, the Parties acknowledge that this is for convenience only and that the SAS amount is due for all the years subscribed under such multi-year SAS contract.

If a Customer decides to break its SAS contract paid upfront before its term, the following conditions apply:

- All payments made by the Customer to ALE for the SAS contract are non-refundable, even if no Software Update has been made generally available during the term of the SAS Contract
- Any started year is due

Travel costs of an on-site intervention decided and approved by all parties (Customer, End-Customer and ALE) will be charged according to normal billing conditions.

Other additional charges may be invoiced in addition to the SAS pre-agreed upon purchase order. These charges may include, but are not limited to such items as the performance of remote technical support duties out of the CET/EST business hours.

C. SAS service description

SAS service is available for eligible Products only. It includes the following:

- Level 3 Support on the Covered Products;
- Access to the service resources of the Enterprise Business Portal;
- Software Maintenance Release
- Major and Minor Releases
- Software license reissuance in case of platform crash or product re-hosting
- Free assessment service in case of major change or before an SAS renewal (on demand, for customized application only)

The above Services will be made available and rendered to Business Partner provided that the Business Partner is current with the payment of the corresponding SAS service fees.

a. Level 3 Support

Level 3 Support will be provided by ALE personnel via telephone (hot line), email or via the ALE Enterprise Portal, 24 hours per day 7 days a week, in accordance with the response times and severity levels (refer to please consult SAS service level objectives in Appendix§9). Level 3 Support is limited to:

- Clarification of functions and features of the Covered Products;
- Guidance and assistance with the configuration and operation of the Covered Products;
- Guidance and assistance with problem diagnosis, analysis and correction.

Level 3 Support is provided only to the Business Partner's Certified Experts (ACSE/ACFE) having a Certification on the Core Products OXE.

When eSR is received, the ALE Welcome Center checks if the three following conditions are fulfilled:

- A SPS is active on the MLE PBX platform where the SAS application is attached;
- An SAS contract is active;
- The caller is certified at ACFE or ACSE level.

In accordance with ALE's duties set forth in the Agreement, ALE shall use commercially reasonable endeavors to correct reproducible material errors in the Covered Products.

b. Software Maintenance Release

ALE grants the Business Partner the right to download the Maintenance Releases and their associated release notes from the Enterprise Business Portal or any other location indicated by ALE, and to duplicate such Maintenance Releases on the Covered Products validly purchased by Business Partner under the Agreement. Installation and parameterization, sizing and upgrade of the Covered Product using such Maintenance Release shall remain the Business Partner's responsibility. The Business Partner will affix all copyright, proprietary and confidentiality notices that appear on the original.

c. Major and Minor Releases

During the term of a SAS service for a given Covered Product, ALE grants the Business Partner the right to download, from the Enterprise Business Portal or any other location indicated by ALE, all Software Updates (*), their associated release notes and to install such Software Updates on such Covered Products only.

For the avoidance of doubt, nothing herein or in the Agreement obliges ALE to develop or make generally available new Releases for the Covered Products.

d. Software license reissuance in case of platform crash or product re-hosting

In case of Platform crash or re-hosting, a valid SAS is mandatory and checked by ALE before re-generating licenses. The request must be done via eSR, and requester shall provide SAS Contracts ID, Customer Name, Order ID.

e. Free assessment service in case of major change or before an SAS renewal

ALE may offer the Customer a free of charge impact assessment in the following cases:

- a major version change on the ALE standard product, severely impacting a specific development
- before the renewal of an SAS contract on a specific development

The duration of the impact assessment may be from two (2) to five (5) days depending on the End-Customer solution complexity. This service is available upon request to ALE Professional Services.

This impact assessment service is offered free of charge on a best effort basis and delivered remotely. In case the five (5) days maximum duration is insufficient to evaluate the impacts of the ALE standard product version change, ALE will supply a complementary service offer to finalize this impact study.

Upon Customer request, ALE will contact the Customer at least ninety (90) days before the SAS contract expiration date to propose this impact assessment service that starts with a workshop organized with Customer and End-Customer representatives. During the workshop, the ALE expert will gather the Customer feedback about the End-Customer experience and usage of his specific development. He will discuss the evolution of the solution features and will make recommendations of actions to take after the workshop: SAS contract renewal, impact assessment service in case of a major change, complementary services...

This service aims at evaluating the impact of the migration to a major version of ALE standard product(s) on a specific development, during the validity of the SAS contract period. It may include the creation of a mock-up to reproduce the End-Customer environment, writing of test specifications, and the migration of the mock-up towards the new Alcatel-Lucent Enterprise product version, tests, and a finding report.

Migration may potentially require the amendment of the specific development code. If the report of the impact assessment concluded the need to modify the code, the changes and tests to be done on the specific development will not be covered by the SAS contract and ALE will provide the Customer with a complementary service offer for their achievement. ALE will provide a quote and the Customer will send a purchase order corresponding to the quote amount before the assessment begins.

D. SAS service Frame Work

a. In scope

For Specific developments, the SAS service applies to the scope described in the "Project Specification" document and/or "Service proposal" established by ALE, agreed by the Partner and attached to the purchase order of the SAS service.

For the Off-the-Shelf applications provided by ALE, the SAS service applies to the scope of the features described in the application's Technical Datasheet and the Service Applications Compatibility Matrix available on the ALE Enterprise Business Portal or upon request to ALE Professional Services.

The current list of Off-the-Shelf applications covered by SAS is:

- IQ Messenger (formerly named OTNS)
- OmniPCX Record (OPX Recorder)
- Soft Panel Manager

- Emergency Notification Server (ENS)
- Mobile Guest SoftPhone (MGS)
- Smart Guest Application (SGA)
- Ticket Extractor
- Click to Call Plugin

The SAS service covers the update of the specific development or Off-the-Shelf application code in case a dysfunction of the specific development is diagnosed or in case a change of version known as "minor" of an Alcatel-Lucent Enterprise product of the End-Customer solution occurs and causes discontinuity in the overall end-customer solution.

b. SAS service limits and exclusions

SAS service does not include:

- Major version changes of an ALE product or a Third-Party product bringing a technological breakdown, for example on an Application Programming Interface (API), which could make the specific development created by ALE incompatible with the End-Customer new environment. In this case, ALE offers an assessment service to evaluate the impact on the specific development of the migration to a major version of ALE product(s).
- Unauthorized updates, upgrades, alterations, modifications and unlicensed use of Covered Products or part thereof,
- Any Software release which is end of support according to the ALE Release software Policy available on the ALE Enterprise Portal,
- Products which are in try and buy mode,
- Enhancement or specific developments which are not integrated into the generic version of the Product Software
- Remote support for Level 1 incidents (under the Customer responsibility per the Terms and Conditions of their Distributorship Agreement with ALE)
- On site assistance to deployment of the Specific Deployment or the Off-the-Shelf application
- Specific Development upgrade when original development has been modified by other entity than ALE, whatever the reason
- Specific development or Off-the-Shelf application update when there is a discontinuity of service following an update of major version of ALE component(s) or a Third-Party product of the End-Customer solution causing a technological breakdown. Only the upward compliance in case of minor version evolution of ALE component(s) of the End-Customer solution will be covered by the SAS contract.
- Service delivery out of the SAS service coverage
- Specific Development version updates, release evolutions, alterations and/or modifications performed by the Customer or the End-Customer without ALE's agreement
- Support of the Specific Development or Off-the-Shelf application in case of service discontinuity following an update of a non ALE component performed by the Customer or the End-Customer without ALE's agreement
- Support of ALE standard software components. This Support is provided through a SPS contract.
- Support of none ALE Software components of the End-Customer solution (including servers, OS ...), not sold by ALE, is covered by the support contract of the manufacturer of these components in respect of the transfer of warranty from ALE to Customer

- The use of Specific Developments or Off-the-Shelf applications without appropriate licenses
- Does not include any labor time or extra cost related to the implementation of Software Updates. Without limiting the generality of the foregoing, ALE shall be entitled to charge reasonable additional fees for all services that would be provided by ALE beyond the scope of SAS service. Without prejudice to the foregoing, it shall be Business Partner's responsibility to manage and perform at its own risks, costs and expenses the implementation of the Software Updates at the End-Users' sites taking into account any related constraints, such as interoperability with technical and system environment, back-ups of data and parameterization.

c. Prerequisites and Customer duties

In order for ALE to execute the SAS contract in an efficient and professional manner, the following elements are under the Customer's responsibility.

Customer shall:

- Appoint authorized and certified personnel (at ACFE or ACSE level) to initiate and manage support requests to ALE. Only certified experts will be allowed to open service requests
- Keep an available remote access to the ALE experts
- Manage and forward service requests to ALE
- Implement the workarounds, patches, and fixes made available by ALE, in the End-Customer infrastructure
- Provide, when required, and with ALE contribution, timely and accurate reports related to the Service Requests to the End-Customer
- Provide detailed information and configuration change tracks of systems and products that have been performed prior to the reported incident. Such tracking has to be set up and maintained with a minimum 1-month rolling window
- Ensure the standard ALE product on which the specific development or Off-the-Shelf application is based on are fully supported under standard software and hardware support contracts
- Relay communication between ALE and the End-Customer

d. ALE duties

SAS contract consists of online technical support for reported incidents. Depending on incident types, ALE specialists will:

- Diagnose and qualify the reported incident
- Perform troubleshooting
- Analyze logs and configuration changes
- Isolate and reproduce the problem in a lab environment
- Define and coordinate technical inquiries that may be required for workarounds and fixes
- Design workarounds, patches, and fixes, and make them available to the Customer for joint implementation
- Provide Customer with regular feedback during the full management cycle for reported incidents
- Update the documentation and recommendation sheet to keep them consistent with fixes, as appropriate

- Provide Specific Development and Off-the-Shelf application upgrades when required for business continuity, following a minor upgrade of an ALE Product

E. SAS pricing rules and discounting

For a specific development (On quotation only), the annual cost for the SAS contract is calculated by multiplying the SAS rate by the net value of the sum (1) of the specific development, the licenses, the workshop and the specifications at the time those were ordered from ALE

For an Off-the-Shelf application (1-year in ACTIS, Renewal and Multi-years on Quotation only), the annual cost for the SAS contract is calculated by multiplying the SAS rate by the WPL value of the Off-the-Shelf application at the time it was ordered from ALE. The calculation is automatically done when purchased through ACTIS, each SAS item is part of the ALE MLE Catalogue.

For a specific development:

Yearly net SAS price = (Total Specific development costs ⁽¹⁾ * SAS yearly fee) * (1 – SAS multi-year discount)

For an Off-the-shelf application:

Yearly net SAS price = (Total WPL of the Off-the-shelf application * SAS yearly fee) * (1 – SAS multi-year discount)

The following pricing rules apply to the Specific Development or Off-the-Shelf applications:

SAS service type	Specific Development (*)	Off-the-Shelf application (*)
SAS yearly fee	18% (excluding taxes) of the net price (including associated licenses, workshop and specifications)	15% (excluding taxes) of the net price of the associated Licences (i.e. GG46 discount category applied to WPL price)

(*) some exceptions may apply

In case an on-site intervention is needed, and agreed by all Parties (ALE, Customer and End-Customer), ALE will provide a quote for the required on-site assistance, including travel and living expenses. The Customer will then send ALE a purchase order corresponding to the quote amount before the on-site intervention.

A SAS contract may be purchased on a multi-year basis (from 2 to 5 years). Only 1-year is orderable in ACTIS. If a Customer wishes to purchase a multi-year contract and ALE Professional Services validates its technical feasibility, a discount can be offered on three (3), four (4) or five (5) years subscriptions, as per the following table:

SAS contract term	1 or 2 years	3 years	4 years	5 years
SAS multi-year discount	0%	15%	15%	25%

F. SAS Quote to Cash and delivery processes

a. Ordering a SAS Contract – Service initiation

Once ordered, a SAS contract is associated to each associated Licenses of the solution, or to a group of licenses and a customized project.

At the time the SAS contract starts, the SAS contract number(s) (5xxxxxx) to use for requests for assistance can be visible in the WebForm used to raise the request, or on the invoicing of first year SAS contract, or on request to ALE professional services (via eSR). We strongly recommend the Customer to keep track of its SAS contracts Id.

The starting date and the termination date of the SAS contract can be consulted at any time during the lifetime of the SAS contract, by entering the number of SAS contract on ALE Enterprise Business Portal (section eBuy / Services / Services Status) or URL link:

<https://ebuy.businesspartner.alcatel-lucent.com/services/servicessearch.aspx>

How to request for a multi-year quotation:

- using your ALE Business Portal credentials, go to https://businessportal.al-enterprise.com/sso_kimble and fill the webform in with maximum information on the contract you wish to receive a multiyear quotation (eg 1-year order ID , from eBuy) and number of years you want to order (eg3/5 years)

b. Add-on on a SAS contract

For Off- the Shelf application, ACTIS shall be used to add Licenses on the existing systems. ACTIS automatically quote and configures a SAS Contract to each added licenses, once ordered the SAS covered period corresponds to Add-On Order Date + 12 Months. However, when over time license add-ons are performed on an Off-the-Shelf application, the validity **of all and each** SAS contract is required to have the complete Off-the-Shelf application considered as fully supported by ALE. Re-alignment of the all SAS contracts can be asked by contacting ALE Professional Services team.

c. Renewing a SAS Contract

ALE may notify the Customer by email about their SAS contract status once expiry date is approaching. However, the Customer remains fully responsible to control the SAS maintenance contract validity dates and to initiate the renewal process when appropriate. SAS contract renewal remains possible even after SAS contract expiration date but additional fees may apply.

Example of a renewal request after initial contract discontinuance:

- Previous contract termination: end of June 2020
- Request for a maintenance contract restart: April 2021

The service offer will include the following:

- Minimum renewed contract duration will be 2 years (yearly based contract): from July 2020 until end of June 2022
- Restarting fees calculated based on a 10 months discontinuance, from July 2020 until April 2021

For specific development, in case of a discontinued support or absence of SAS contract, ALE Professional Services will have to perform an impact assessment to make a status of the End-Customer solution (specific development and standard Alcatel-Lucent Enterprise solution) to assess versions and their compatibility. In that event, ALE Professional Services will send the Customer the corresponding quotation proposal.

How to request for a renewal/multi-year SAS quotation: Using your ALE Business Portal credentials, go to https://businessportal2.Alcatel-Lucental-Enterprise.com/sso_kimble and fill the webform in with maximum information on the contract you wish to receive a multiyear quotation (eg Year1 order ID , from eBuy) and number of years you want to order (ie 3/5 years)

d. Restarting of a SAS contract

In case the SAS contract was discontinued (not continually renewed), a grace period of thirty (30) days after the SAS contract expiration date is available to renew a SAS contract. During the grace period, no additional fees are added to the SAS contract value. During the grace period, SAS service is suspended.

In case of a request for SAS contract renewal is made after the grace period, in addition to the SAS contract value, a restart fee of +130% of the SAS contract value for the discontinued period will be applied. The amount is calculated on a prorata temporis basis for the period between the SAS contract expiration date till the SAS reactivation request date.

e. SAS contract Take-over

The take-over is seen as a Restart Offer, reactivation fees are exceptionally not applied but the anniversary date is kept (ie SAS expired since 2-years, the SAS will restart and be quote at previous end date + 1 day).

Case 1: The former Partner has a valid SAS contract -> Creation of a manual quote
Contract duration is at least 1 year.

If the contract remaining period is more than 1 year, ALE quotes full years.

As examples:

- If 14 months remain, ALE will quote 2 years
- If 9 months remain, ALE will quote 1 year

The quotation details the total price, the annual price, and the contract duration

Case 2: The Former Partner has an expired SAS contract -> Creation of a manual quote

f. Service delivery

When a SR is received, the ALE Welcome Center checks if the three following conditions are fulfilled:

- A valid SPS/SA for OXO Connect contract on the System Id on which the SAS contract is attached,
- A valid SAS contract,
- The caller is certified at ACFE or ACSE level.

Level 3 and 4 Support is provided only to the Customer's Certified Experts (ACSE/ACFE) having a Certification on the Eligible Products.

Level 3 Support is chargeable in addition to the Service Fees when it is provided to non-Certified experts; the price of the Level 3 Support provided to non-certified experts is set forth in the MLE Global Commercial Catalogue Price List available on the Enterprise Business Portal

g. Service Completion

The contract is considered completed at contract expiry date displayed on the ALE Business Portal. (eBuy/Services/Services Status).

Consequences of SAS Contract Expiration or Termination:

Distribution License's terms of your distributorship contract apply: if a SAS Contract expires or is terminated on a System, (i) access to ALE's support (evolutive and/or corrective maintenance), Licenses Generation shall end and (ii) Business Partner's rights to distribute support (evolutive and/or corrective) shall end.

h. Invoicing

SAS invoicing starts on the 1st day of the month following the ordering and is not related to the delivery of the associated Licences, if any.

Each invoice specifies:

- The Customer Purchase Order reference
- The Alcatel-Lucent Enterprise order reference
- The services reference
- The due date
- The payment means and payee information

G. SAS additional documentation

For further details, beyond the ones provided by this document, refer to [appendix§11](#).

4. Software Assurance for OXO Connect (SA FOR OXO CONNECT)

A. SA for OXO Connect value proposition

The offer

- Alcatel-Lucent technical assistance provided by Alcatel-Lucent experts only to certified personnel at ACSE (Alcatel-Lucent Certified System Expert) and ACFE (Alcatel-Lucent Certified Field Expert) in our Business Partners' organizations
- Free and unlimited access to release evolutions (minor and major)
- Service level guaranteed, on response time and resolution time
- Access to the Alcatel-Lucent online Technical Resources center
- Wide accessibility to technical support: 24/7 access to Technical support in English (European business hours in French, German and Spanish).
- Default support coverage included during the initial 3-years + 3 months.

The value propositions

Flexibility

- The support coverage duration can be extended, at any time.
- The extension proceeds from the end of the previous coverage term

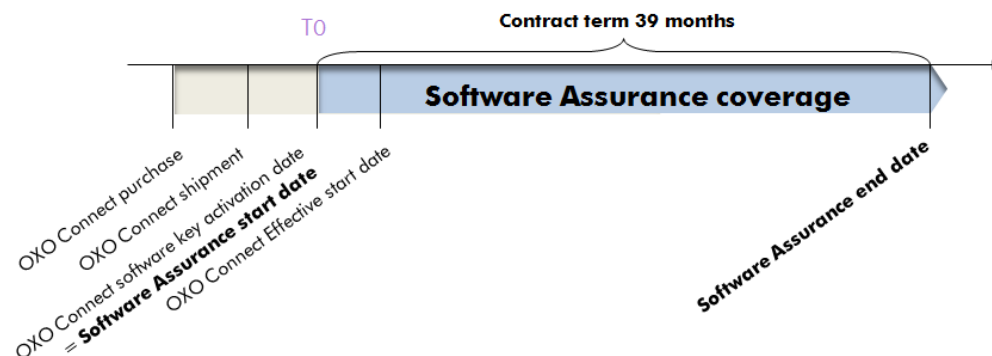
Simplicity

- Simplified quotation in ACTIS, Software Assurance (SA) for SMB price is based on the number of Universal Telephony Licenses for SMB (UTL) purchased of the OXO Connect system
- Enriched support coverage with a free and unlimited access to release evolutions (minor and major)
- Pave the way to cloud connect and advanced services for SMB

B. SA for OXO Connect general terms and conditions

a. Initial term

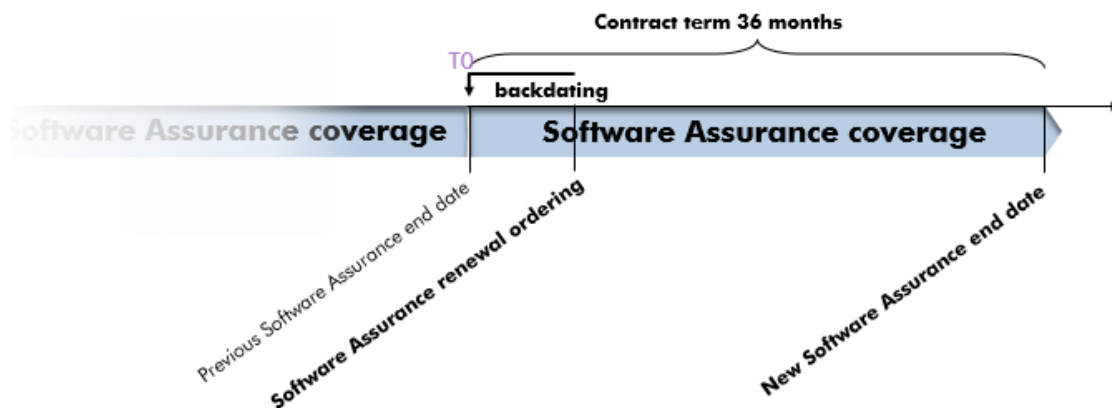
By default, a Software Assurance shall remain effective for 39 months including 3 years plus 3 additional months lead time granted by ALE to allow the business partner to activate the service to his end customer. The starting date shall be the 1st day of the month in which the related software key has been activated on the ALE Enterprise Business Portal (eBuy).



- **Software Assurance for OXO Connect Start Date** is the first day of the month of software key activation date
- **The initial term** is 39 months following Service Start Date (3-years + 3 months)

b. Renewal term

The Software Assurance can be extended by 1,2, 3-years or 5-years by purchasing the additional renewal term. The extension can be subscribed at any time with a maximum remaining duration of 6-years.



When the subscription occurs on a system that is no more supported, the renewal term starts the following day of the last day of subscription (“backdating”)

c. Ordering

The Software Assurance for OXO Connect service shall be invoiced upfront by ALE at covered products purchasing by the Business Partner. If the Business Partner requires an extended support for his OXO Connect System ID, the purchasing of the Software Assurance for OXO Connect renewal item needs to:

- Equal to the number of the UTL registered under the OXO Connect System ID,
- Place an add-on order within eBuy with the specific OXO Connect System ID reference.

Payment of the invoice shall be made as per the rules set forth in the Agreement. All payments made by Business Partner to ALE under the Software Assurance for OXO Connect are non-refundable.

Service Fees are also due for Add-ons to Covered Products.

The Software Assurance for OXO Connect renewal will be available for ordering in eBuy unitary by System ID or by a .csv file upload for multiple System IDs.

d. Payment and Invoicing

The termination rules of the Agreement shall apply individually to each Software Assurance for OXO Connect, mutatis mutandi. Termination of the Agreement shall not affect then neither the on-going SMS for OXO, neither the on-going Software Assurance for OXO Connect. So, which shall remain unaffected unless there is a ground for early termination according to this Service Essential. The invoice will be issued the 20th of the month following the ordering date.

C. SA for OXO Connect service description

The Software Assurance for OXO Connect Service is available for eligible Products only. It includes the following:

- Level 3 Support on the Covered Products;
- Access to the service resources of the Enterprise Business Portal;
- Software Maintenance Release
- Major and Minor Releases

The above Services will be made available and rendered to Business Partner provided that the Business Partner is current with the payment of the corresponding Software Assurance for OXO Connect service fees.

a. Level 3 Support

Level 3 Support will be provided by ALE personnel via telephone (hot line), email or via the Enterprise Business Portal, 24 hours per day 7 days a week, in accordance with the response times and severity levels set out in the Agreement. Refer to [Appendix §7](#) for more details.

Level 3 Support is limited to:

- Clarification of functions and features of the Covered Products;
- Guidance and assistance with the configuration and operation of the Covered Products;
- Guidance and assistance with problem diagnosis, analysis and correction.

Level 3 Support is provided only to the Business Partner's Certified Experts (ACSE/ACFE) having a Certification on the Covered Products and a valid Software Assurance service on his System ID (starting by April 2021). Level 3 Support is chargeable in addition to the Software Assurance for OXO Connect service fees when it is provided to non-Certified experts; the price of the Level 3 Support provided to non-Certified experts is set forth in the Price List.

In accordance with ALE's duties set forth in the Agreement, ALE shall use commercially reasonable endeavors to correct reproducible material errors in the Covered Products.

b. Software Maintenance Release

ALE grants the Business Partner the right to download the Maintenance Releases and their associated release notes from the Enterprise Business Portal or any other location indicated by ALE, and to duplicate such Maintenance Releases on the Covered Products validly purchased by Business Partner under the Agreement. Installation and parameterization, sizing and upgrade of the Covered Product using such Maintenance Release shall remain the Business Partner's responsibility. The Business Partner will affix all copyright, proprietary and confidentiality notices that appear on the original.

c. Major and Minor Releases

During the term of a Software Assurance for a given Covered Product, ALE grants the Business Partner the right to download, from the Enterprise Business Portal or any other location indicated by ALE, all Software Updates (*), their associated release notes and the necessary software enabling keys for such Covered Product, and to install such Software Updates on such Covered Products only.

The Software enabling key shall be calculated by ALE on the basis of the System ID of the Covered Product covered by the Software Assurance.

For the avoidance of doubt, nothing herein or in the Agreement obliges ALE to develop or make generally available new Releases for the Covered Products.

(*) For OmniPCX Office systems, the chargeable migration to OXO Connect is mandatory to engage with Software Assurance.

d. Software Assurance for OXO Connect Service Scope

Software Assurance for OXO Connect Service is strictly limited to the services described, and does not include any labor time or extra cost related to the implementation of Software Updates or Hardware upgrades. Without limiting the generality of the foregoing, ALE shall be entitled to charge reasonable additional fees for all services that would be provided by ALE beyond the scope of Software Assurance for OXO Connect Service. Without prejudice to the foregoing, it shall be Business Partner's responsibility to manage and perform at its own risks, costs and expenses the implementation of the Software Updates and Hardware upgrades at the End-Users' sites, taking into account any related constraints, such as interoperability with technical and system environment, back-ups of data and parameterization.

Software Assurance for OXO Connect Service is not available for:

- unauthorized updates, upgrades, alterations, modifications and unlicensed use of Covered Products or part thereof,
- any Software release which is end of support according to the ALE Software Policy available on the Enterprise Business Portal,
- Operating system of the Covered Product,
- Products which are in try and buy mode,
- Enhancement or specific developments which are not integrated into the generic version of the Product Software.

D. SA for OXO Connect pricing and discounting rules

a. Pricing rules in case of Business Partner selects default Software Assurance for OXO Connect

Pricing rules for Software Assurance for OXO Connect are based on the number of Universal Telephony licenses registered under an OXO Connect System ID. The Software Assurance Prices are available in your OXO Connect catalogue downloadable from the ALE Enterprise Portal.

b. Software Assurance for OXO Connect net price calculation

$$\text{Net Software Assurance price} = (\text{Number of UTL} * \text{UTL Software Assurance Price List}) * (1 - \text{Support Service Discount})$$

One single invoice per System ID summing the SMB bill of materials prices and Software Assurance for OXO Connect service fee. No extra discount applies on Software Assurance for OXO Connect net price.

E. SA for OXO Connect Quote To Cash and delivery processes

a. Initial ordering

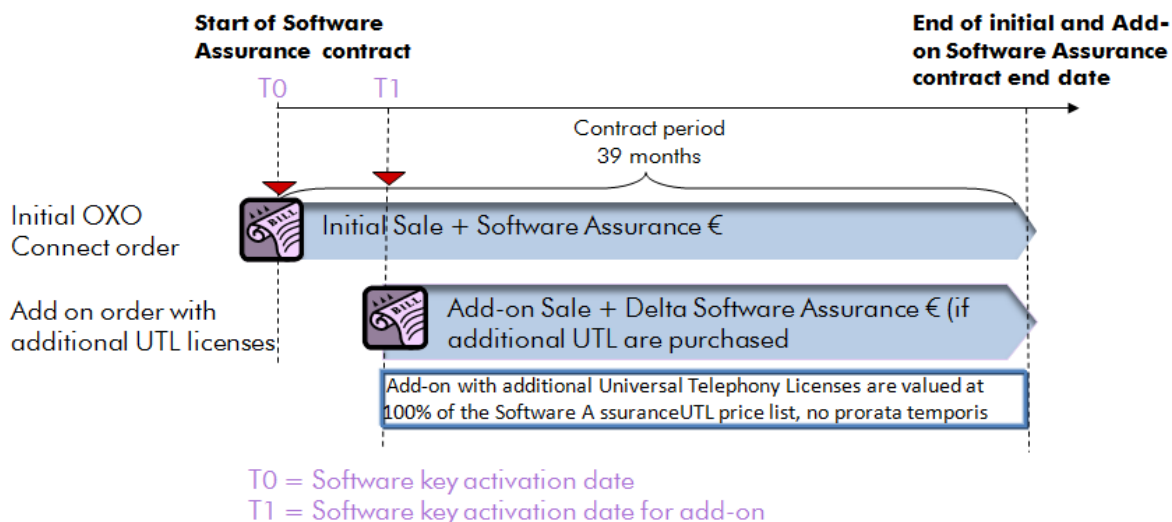
The Software Assurance is available for Business Partners who have signed the Distributorship Agreement with Alcatel-Lucent Enterprise and the terms and conditions defined in this essential.

- All Software Assurance can be quoted using ACTIS and then ordered online via the Alcatel-Lucent eBuy platform at the system or add-on ordering time. Please refer to the Process Guide for details on the procedure to be followed.
- When purchasing Software Assurance for OXO Connect through a given OXO Connect the Business Partner will provide ALE with the End-User's details that will be associated to that Software Assurance for OXO Connect Service.

b. UTL add-ons on an active Software Assurance

Universal Telephony License Add-ons on an OXO Connect System Id will require to update the Software Assurance value with the additional Universal Telephony Licenses. These additional licenses will be charged at 100% of the initial value according to the Software Assurance pricing rules for OXO Connect for SMB defined in this document (no prorata temporis), same Support Service discount applies as the initial Software Assurance for OXO Connect ordering. Delta Software Assurance value will be included in the OXO Connect product add-on invoice.

Universal Telephony License Add-ons ordering with an active Software Assurance for OXO Connect



In case of a Software Assurance for OXO connect renewal has been purchased by the Business Partner, the 3-years adds-on will inherit of the extended duration and realigned to ending date of the extended Software Assurance of the System ID.

c. SA for OXO connect renewal/extension

ALE renewals notifications

Business Partners are able to get their contracts status at any time by using the ALE Fleet Dashboard solution ([appendix 2](#) for more details).

An active SA for OXO Connect is mandatory:

- To upgrade the software of the OXO Connect system ID

- Starting by April 2021, to raise a Service Request to the ALE Technical Support at the date of the request

To ease the SA renewal process for ALE Partners, ALE is setting-up a proactive @mailing notification service in MyPortal to communicate on the end of the SA and to support the SA renewal:

- If the Distributor has done the delegation of the OXO Connect system id to the Chartered IR, the notification @mail will be sent directly to the IR @mail address.
- Else the Direct Reseller or Distributor without Chartered IR will get the notification @mail

This process will be efficient only if System Id delegation and proper the contact @mail addresses are provided by Partners. Please refer to the « SA Renewal Mailing » User Guide for more details.

Quoting and ordering at renewal:

Business Partner can get in ALE eBuy their SA for OXO Connect renewal quotes and order the SA unitary or by a file upload for several System Ids. No end dates synchronization is required. Refer to ordering document in appendix.

F. SA for OXO Connect additional documentation

For further details, beyond the ones provided by this document, refer to [appendix\\$11](#).

IV. THIRD PARTY SUPPORT SERVICES

1. HP SERVERS SUPPORT SERVICES

1. HP server warranty

HP provides either 1-year, either 3-years Hardware warranty service according to the type of servers embedded in ALE solution. The starting date of the warranty of an HP server used in the ALE solutions, fits to the shipment date of the server from HPE's premise to the integration center of the ALE manufacturer. It may occur several weeks of lead time before the actual shipment date to the Business Partner.

HP Enterprise entity (HPE) requires from ALE Business Partner "**Customer Self Repair**" (CSR) capabilities.

ALE Business Partner can check his HP server warranty status at:

<https://support.hpe.com/hpsc/wc/public/home>

2. Additional Support Services for HP server:

For HP servers, ALE Business Partner will have to manage directly the warranty and the HP support services ordering with the local HPE entity of the destination country of the server.

2. LENOVO SERVERS SUPPORT SERVICES

For Lenovo servers, ALE Business Partner will have to manage directly the warranty and the support services ordering with Lenovo's designated partners: Europlus Direct Ltd.

1. Lenovo server warranty

Lenovo provides a 3-years hardware warranty service for the servers embedded in ALE solution.

ALE Business Partner can check his warranty status at:

<https://datacentersupport.lenovo.com/fr/en/warrantylookup>

2. Additional Support Services for Lenovo server

Please contact directly: Europlus Direct Ltd - Michelle Littlewood/Morgane Lanteri
2 Airport West
Lancaster Way
Leeds, LS19 7ZA
United Kingdom
Tel: +44 (0)113 887 8650
Email: info@europlusdirect.com

V. APPENDICES

1. GLOSSAIRY OF TERMS USED IN THE ESSEANTIALS

ALE Alcatel-Lucent Enterprise

HPS – Hardware Premier Service

HPS Contract: means the contract formed by (i) one Purchase Order for the HPS Service as accepted by A-LE and (ii) the terms and conditions.

HPS Service Levels: to be chosen between AVR or RTF

HPS Contract Term: means an HPS Contract from a one (1) to five (5)-year duration.

HPS Covered Product: means an Hardware equipment identified by its serial number (or by a list of Hardware serial numbers) which (i) is declared eligible to the HPS Service by the ALE Hardware Support organization, (ii) is covered by a valid HPS Contract.

HPS End Date: corresponds to the end date of the HPS Contract.

HPS Hardware Value: represents for a commercial item, the sum of the ALE worldwide price list values of the key elements of all of its Hardware components eligible to HPS. In case a commercial item is end of sales, the latest Hardware value applies.

HPS Net Price: represents the sum of the HPS Service Fees amount for HPS Configuration as reduced by the HPS Service Discount

HPS Rates: means a percentage of the HPS Hardware Value defined by Product Category, by HPS Contracted Duration and by a multi-year discount.

HPS Service Fees: for a given HPS Covered Product, it means the price resulting from the application of the HPS Rate on the HPS Hardware Value.

HPS Service Limitations: means the ALE limitations to the HPS service delivery

HPS Start Date: corresponds to start date of the HPS Contract.

Product Category: classifies all items eligible to Hardware Premier Service by three categories (boards, wireless phones and wired phones). This Product Category list may evolve in the future.

Hardware Warranty: corresponds to the warranty terms and conditions defined in the Agreement.

One year: equals 365 calendar days

SPS – Software Premier Service

Add-On: means a Product purchased by Business Partner from ALE and added to an existing Contract; ALE's configuration tools determine whether such new Product needs to be attached to an existing System ID or needs to be assigned a new System ID; in this latter case, such Product will not be deemed an Add-On and therefore will be subject to a new Contract.

Covered Product: means an item of Software Product (identified by its System ID and a Contract number) which (i) is still under ALE support and has not entered into its phase out period, according to ALE Software Policy, and (ii) is identified as eligible to the Support Service in the Price List (i.e. by a Service Type) and the mentions within this document attached to the Agreement executed by the Parties, and (iii) is covered by a valid Contract.

Grace period	means the One-month period after the contract termination when Partner can still renew its contract without reactivation fees. If the contract is renewed during the grace period, the start date is backdated to the day following the former period termination date.
Service Rate:	means a percentage mentioned in the Price List, which is used as the calculation basis for the Contract Service Fees.
Service Type:	All items submitted to SPS are tagged with a Service Type in the Global Commercial Catalogue.
Software Value:	The Total Software Value of a System ID is the sum of all the detailed software values purchased during the lifecycle of the System ID. All Global Catalog items tagged with a Service Type are submitted to SPS.
Renewal Service Index:	corresponds to the Software Value calculated with the historical price list at the time of ordering. It is used to keep the renewal price flat if no change happened on the System ID.
WPL Service Index:	corresponds to the Software Value calculated with the current WPL price list. It is used for add-ons, migration to SPS, take-over or restart of a System ID. This value may be different from the Renew Service Index.
SPS Multiyear Discount	will be applied to SPS contracts if the Business Partner commits to a period of 3 years or more
SPS Net Contractual Value:	Contractual SPS price that will be charged to Partner, calculated applying Partner NN0x Service Discount on WPL SPS Contractual Price .
SPS Net Restart price:	price to be paid by a Partner to restart a SPS contract. It is calculated by applying the Reactivation fees on the Net SPS Contractual Value .
SPS Reactivation fees:	fees charged when a Partner restarts a SPS contract for 1 year or 2 years. The value of reactivation fees is 30% of the Net SPS Contractual value .
SPS WPL Contractual Value:	World Price List SPS Value calculated from the Solution Software Value. The SPS Rate is applied. The multiyear discount is applied when applicable. Support Service Discount is not applied
Support Service Discount(NN0x):	discount applied to WPL SPS Contractual Value to determine the net service contract value.
SPS Restart offer:	offer applied to the solution when partner wants a support after a contract discontinuity of 1 months or more. (partner had a contract, did not renew within the grace period, and now wants again support).
System ID:	is the unique ALE identification number of the OmniPCX Enterprise/OpenTouch Covered Product. This internal number is associated to one or two CPU Id references visible on the Covered Product.

SA for OXO CONNECT – Software Assurance for OXO Connect

Universal Telephony License Add-On:	means an additional Universal Telephony License required by an add-on a Contractual Product or a software purchased by Business Partner from ALE and added to an existing System ID; ALE's configuration tools determine whether such new Universal Telephony License needs to be attached to an existing System ID or needs to be assigned a new System ID; in this latter case, such Universal Telephony License will not be deemed an Universal Telephony License Add-On and therefore will be subject to a new Software Assurance.
Covered Product:	means an item of an OXO Connect Product (identified by its System ID) which (i) is still under ALE support and has not entered into its phase out

period, according to ALE Software Policy, and (ii) is identified as eligible to the Software Assurance in the Price List and the mentions within this document attached to the Agreement executed by the Parties, and (iii) is covered by a valid Software Assurance service.

Software Assurance Service: means the Service described in this document formed by (i) one Purchase Order for the Software Assurance as accepted by ALE and (ii) the mentions within this document.

System ID: means the SYSTEM ID of the OXO Connect product or, for Software only configurations, the ID assigned by ALE to such Software only configuration

SAS - Specific Application Support

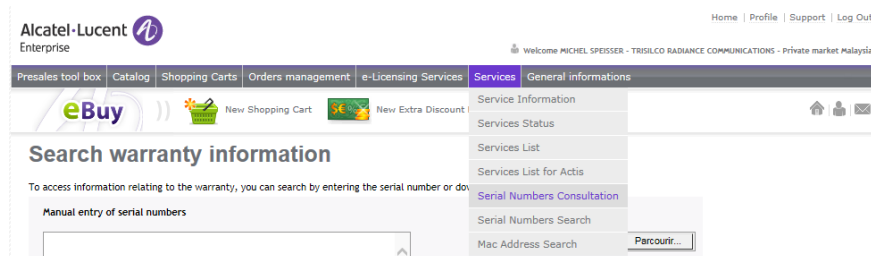
Covered Product: means an item of Software Product which (i) is still under ALE support and has not entered into its phase out period, according to ALE Software Policy, and (ii) is identified as eligible to the Support Service in the Price List (i.e. by a Service Type) and the mentions within this document attached to the Agreement executed by the Parties, and (iii) is covered by a valid SAS Contract.

2. HOW to CHECK YOUR WARRANTY & SOFTWARE CONTRACT status?

1. ALE Hardware warranty check (access via eBay)

URL link: https://ebuy.businesspartner.alcatel-lucent.com/serialnumber/sn_search.aspx for all ALE products

Requires a login/password to the ALE Business Partner Portal with an access to eBay HWS



2. MLE SPS Contract checker (access via ALE extranet)

URL link: <https://www.al-enterprise.com/en/services/contract-checker> for MLE

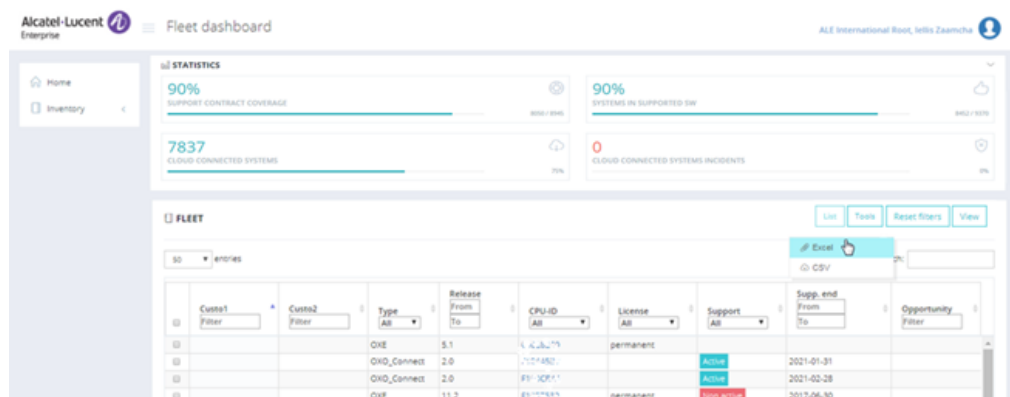
Free access to ALE website - requires the CPU id number



3. MLE & SMB Fleet Dashboard for SPS and SA for OXO Connect validity check (access via ALE Business Store)

URL link: <https://fleet-dashboard.enterprise.alcatel-lucent.com/datalake/>

Requires a login/password to the ALE Business Store



3. ALE Global Welcome Center CONTACT INFORMATION


The Global Welcome Center is **the main entry point of contact for all ALE International Partners**. Opening an eService Request (eSR) is the way to contact the Global Welcome Center


Web link:


https://alcatel-lucent-enterprise.secure.force.com/servicerequest/TKT_ServiceRequest_Home


Else mail/phone/fax:

: Ebg_global_supportcenter@al-enterprise.com

 in English + 1 650 385 2193 (24h, 7 days a week)

 in German + 1 650 385 2197 (7:00 am till 7:00pm CET)

 in French + 1 650 385 2196 (7:00 am till 7:00pm CET)

 in Spanish + 1 650 385 2198 (7:00 am till 7:00pm CET)

Fax: +33(0)3 6920 8585

To get the toll-free numbers by country, connect to:

https://alcatel-lucent-enterprise.secure.force.com/servicerequest/TKT_ServiceRequest_Home

4. ALE HARDWARE SUPPORT LIFECYCLE POLICY

A. Overview

The hardware warranty lifecycle for ALE Communications solutions is summarized in the following table.

ALE warranty starting date from the product shipment date from ALE Premises	Product Commercial Availability until product EOS date ⁽¹⁾			Extended support period up to 5 years after EOS ⁽¹⁾
	DOA Period	Under Warranty	Out of Warranty	Out of Warranty
All Communication products (except servers and not covered items by ALE HWS)	90 Days - AVR	<u>Duration:</u> - DR: 13 months - VAD: 15 months - VAD in Sales Out: 13 months from VAD selling date, limited to 19 months from date of ALE shipment <u>Service:</u> - RTF Free of charge - AVR on Extra-charge ALE SIP Devices ⁽³⁾ : DR 15 months / VAD 19 months including Sales Out model	Invoiced: AVR or RTF	1st half of HWS Support Period: Invoiced, AVR or RTF 2nd half of HWS Support Period: Invoiced RTF
HP Servers Lenovo servers	Not available	1 or 3 years - CSR 3 years 5x8 NBD	Direct order to HP Direct order to Lenovo	Direct order to HP Direct order to Lenovo

(1) The EOS sales date for a product is communicated through a Phase-Out eFlash issued by ALE

(2) By default, ALE provides 5-years extended support after product end of sales (EOS) date but it can be revised by ALE.

(3) Specific conditions for ALE SIP Devices ("Pegasus")

For the products covered by the ALE hardware warranty, the serial number(s) of the equipment(s) embedded in the product and included in the ALE HWS catalogue are used to monitor the hardware support services deliveries (such as end date, replacement reference, ...).

B. Hardware support under Warranty period

Within the Warranty period, Hardware support consists in a free of charge replacement or repair (at ALE's option) of defective parts of the Hardware. The Level of Hardware support Warranty is **RTF** by default.

In case the Business Partner is in an urgency situation, he can still order an AVR Service but this Service will be charged according to the current Hardware Support Price List Catalog (Column "AVR under RTF Support") to be downloaded from the Enterprise Business Portal.

a. Standard Term

The starting date of the Hardware warranty is calculated within ALE's information system in order to fit the Product shipment date from ALE premises. This Hardware Warranty is limited to a period of:

- 13 months for Direct Resellers
- 15 months for Value Added Distributors

b. Sales Out Term

Only for Distributors with a valid Sales Out amendment.

The starting date of the Hardware warranty is calculated within ALE's information system in order to fit the Product registered selling date from Distributor to Reseller.

This Hardware Warranty is limited to a period of 13 months for Value Added Distributors from the product registered selling date from the Distributor to the reseller, with an end date of the Hardware warranty that cannot exceed ALE initial shipment date + nineteen (19) months.

C. Hardware support after the Warranty period

After the Hardware Warranty period, Business Partner can benefit from both RTF or AVR Services by purchasing the Services from the current Hardware Support Price List Catalog, based on the Service level chosen. Same return process and conditions applies as within the Warranty period.

D. Hardware support Repair Warranty period

The Repair Warranty period is equal to:

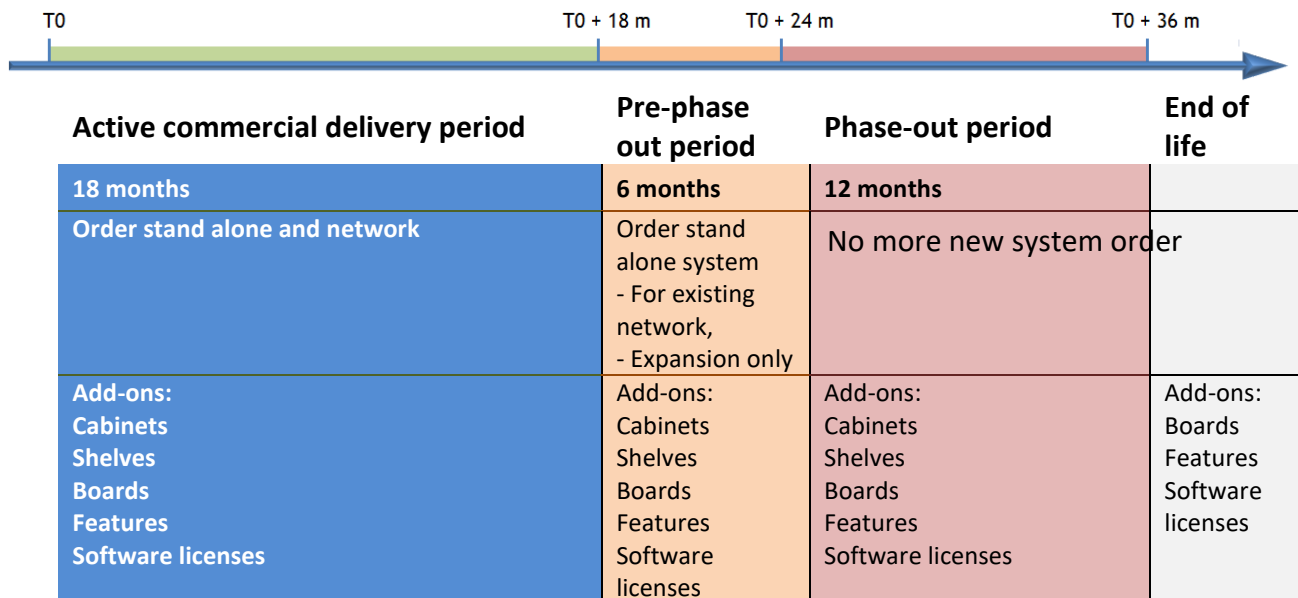
- (i) six (6) months from shipment date of the repaired or replaced part or,
 - (ii) the remaining period from the Warranty period of the repaired or replaced Products,
- whichever the longer.

5. ALE SOFTWARE SUPPORT LIFECYCLE POLICY AND TECHNICAL SUPPORT

A. Software release lifecycle policy for MLE/SMB solutions

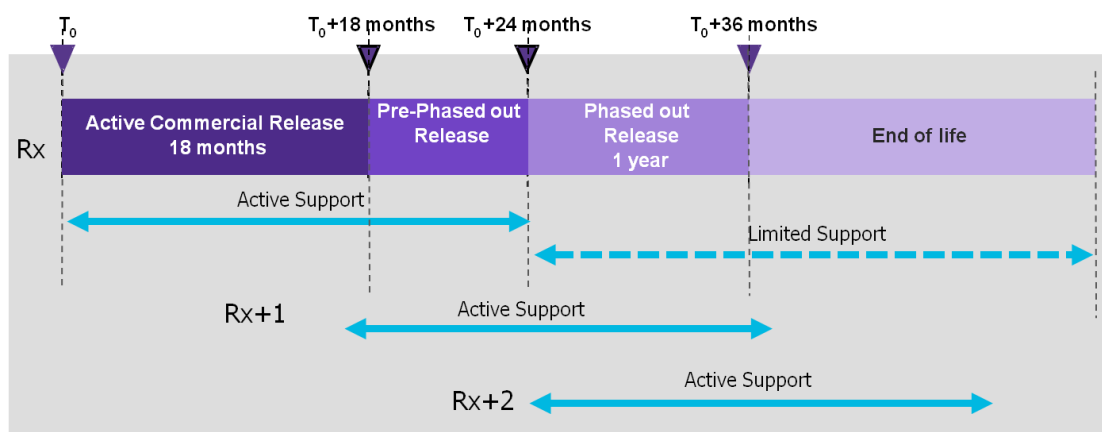
The detailed software release policies by solution with the compatibility matrix for MLE and SMB are updated on a regular basis and are available for download on the Enterprise Business Portal.

Hereunder an overview of the Software release lifecycle:



B. Lifecycle for ALE Technical Support with SPS contract

The SPS for MLV and Software Assurance for OXO connect are no longer linked to the release lifecycle; the solution is supported even during phase-out or end of life term.



With an SPS active contract or active SA for OXO Connect, Business Partners benefit from:

- Support on the active release, even without SW upgrades
- Free SW upgrades to active releases or facilitating migration path
- Limitless access to the ALE Technical Support
- Compliance with 3rd party software vendor policies for the 3rd party software embedded in the ALE solution

During the Phase-out and the end of life of the Software release:

- Technical Support is limited to diagnosis: no software corrections are done to the current release
- The proposed corrections may involve migration to a more recent release, which is free of charge with a SPS contract

If the SPS contract is expired, no support will be delivered by ALE. To reengage with an new SPS service, the SW upgrades of the solution (ie OXE/OTBE, Apps, ...) to the latest releases will be required upfront.

6. ALE HWS – DETAILS

A. ALE HWS management rules

a. ALE repair service level: “Good As New”

ALE provides replacement parts to Business Partners at the highest-level service when a part has been repaired by an ALE repair center including:

- Application of all Hardware patches up-to the latest technical release
- Replacement of all visible plastic parts by new ones (boards stiffener, plastic parts for terminals, ...)
- Replacement of all damaged components by new components
- Application of all software patches up-to the latest technical release (especially for CPUs)
- Full-testing of ALE Refurbished Products with the latest test scenarios



A dedicated sticker is applied to the repaired product to distinguish from the grey market repair vendors.

b. No Fault Found (NFF)

In case the Products returned either under DOA, AVR and RTF Service appear to be not faulty (herein the “NFF”), and provided the rate of NFF exceeds 5% of the number of items returned by Business Partner over a period of one (1) quarter, ALE shall charge Business Partner a no fault found fee (the “NFF Fee”) per each NFF item (identified by its serial number) returned during such quarter.

The NFF records shall be reset to zero at the beginning of each period. The NFF fee amount is twenty five percent (25%) of the Hardware Support WPL Price List, with a minimum of 150 Euros/150 USD, or any other amount published on the Portal or notified by eFlash by ALE from time to time.

NFF Policy Not Fault Found policy	Under Warranty or Within Contracted Support Service Period		Out of Warranty or Out of Contracted Support Service Period	
	% NFF Rate (1)	NFF Penalty amount	% NFF Rate (1)	NFF Penalty amount
A-LE Communication products	> 5% on previous month	25% of HWS WPL price/item	Not applicable	Not applicable

(1) NFF Rate = Returns declared NFF by ALE RLC (UW+CSSP) / Total returns received by ALE RLC (UW+CSSP) for the previous period
UW: Under warranty / CSSP: within Contracted Support Service Period / ALE RLC: ALE Return Logistic Center

c. Not Returned Item (NRI)

If a defective Product and/or part(s) which is to be returned by Business Partner as per the DOA and AVR rules is/are not returned to the Local Entry Point within ten (10) Calendar Days following the receipt of the replacement part by the Business Partner, the Business Partner will be invoiced the Non-Returned Item Price available on his current Hardware Support Price List Catalog.

NRI policy - Not Returned Item	DOA or AVR service	
	Time allocated to Business Partner to return Faulty product	Penalty amount if not returned on-time
A-LE Communication products	10 calendar days (1)	NRI price/item

(1) following the receipt of the replacement part by the Business Partner

d. Packaging and transportation rules for returned faulty parts

The returned faulty Products and/or parts must be shipped to the Local Entry Point in an appropriate packaging. For AVR and DOA Services, this packaging is substantially the same container the replacement Product was in when received by the Business Partner, using the same protective packing material.

Business Partner shall affix within and on the package a copy of the return delivery note (either provided by ALE on demand or downloaded from the Enterprise Business Portal). Improper or non-adequate packaging can be subject to additional charges or refusal of the Products/parts.

For AVR and DOA Services, ALE shall provide the Business Partner with a prepaid return voucher to send back the faulty Product/part to the Local Entry Point or other location indicated by ALE.

For RTF or On-Demand Repair Services, the costs for shipping the faulty parts to the Local Entry Point or other location indicated by ALE, are born by the Business Partner. The Business Partner will support the inbound transportation costs (DAP ICC INCOTERMS 2010) to the designated Local Entry Point.

Any import duties are not considered shipping costs and the Business Partner shall bear such duties, if any.

e. Service Level Objectives on hardware support

ALE has defined several metrics to monitor the performance delivery:

- **OTD On-Time Delivery:** applicable only for AVR and DOA services. The **On-Time Delivery** measure starts once the Business Partner has placed his order within eBuy HWS tool or through ALE Welcome Center. If the order is placed before 3:00 PM French time excluding USA and 2:00 PST time for USA, the item will be delivered the next Business Day for France and bordering countries (for instance Germany, Belgium, Italy and Spain). For other countries, a dedicated table is available on the Business Portal to get an estimate of delivery lead-time.
- **OTS On-Time Shipment:** applicable only to RTF services. Measure starts once the item comes at the ALE return logistic center (without litigation). At latest, 10 Business Days later, the item is sent out. The incoming and outgoing transportation are not included in the time measuring.

These Service Level are for information only and no indemnity or compensation can be requested shall ALE not be able to fulfill these Service Level targets.

Service level	DOA or AVR Service		
	OTD KPI definition	ALE OTD SLA target	Estimated Delivery at Customer Entry Point (1)
Standard ALE Service Level Agreement	After registration of the order, the shipment is performed the: - Same Day if Business Partner eSR registered before 3:00 pm French time except USA and 2:00 PST time for USA	95% of all parts delivered	- For most of European countries < 2 BD - For most of the locations in the USA < 2BD
Service level	RTF Service and On-Demand Repair Service		
	OTS KPI definition	ALE OTS SLA target	Estimated Delivery at Customer Entry Point (1)
Standard ALE Service Level Agreement	RTF service: ALE shipment performed before 10 Business Days after ALE RMA and Faulty part returned to ALE Local Entry Point without litigation	92% of all part shipped	Estimated at 15 to 20 BDs for most of the cases (2).
	On-Demand Repair Service: Shipment performed at best effort after ALE RMA and Faulty part returned to ALE Local Entry Point without litigation	Best effort	Best effort - Estimated at 15 to 20 BDs for most of the cases in case of part replacement (2)

(1): Estimated delivery can be impacted by Local Customs leadtimes

(2): RTF delivery leadtime sums:

- Business Partner faulty part return lead-time to ALE Warehouse
- ALE RTF treatment (< 10 BD)
- Shipment lead-time from ALE Warehouse to Business Partner Local Entry Point
- Local Customs lead-time if any

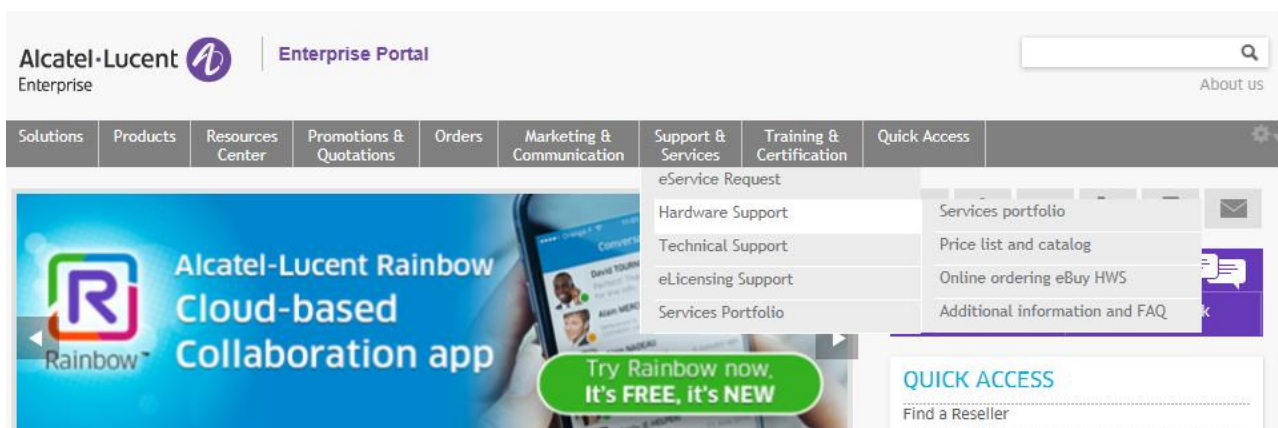
B. ALE HWS operational procedures

The Enterprise Business Portal allows Business Partners to:

- get access to all operational Hardware Support documents
- download their dedicated Hardware Support Price List Catalog with Net Prices
- order Hardware Support Services through eBuy HWS ordering tool
- track their Hardware Support order progress on ALE's side

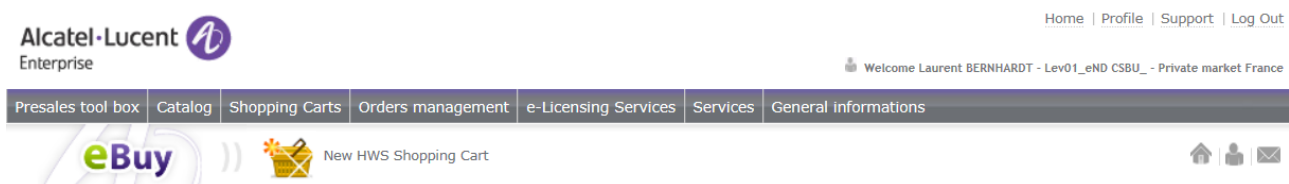
Caution: Business Partner needs to be granted with the "Hardware Support Purchaser" profile to enter a Hardware Support order within eBuy HWS tool or through the Welcome Center.

All documentations relating to the Hardware Support are located under the section "**Support & Services**" of the Enterprise Business Portal.



From the Enterprise Business Portal, Business Partners can enter the eBuy Hardware ordering tool and can download their HWS price list catalog, ...


<https://ebuy.businesspartner.alcatel-lucent.com/downloadupload/downloadhwscatalog.aspx>







... place HWS orders ...

<https://ebuy.businesspartner.alcatel-lucent.com/hwsshoppingcarts/hwsshoppingcartlist.aspx>

HWS Shopping Cart Details

 Open with spreadsheet



Shopping Cart		Template	<input type="checkbox"/>
Reference		Modified the	
Created the		End User Company name	
Description	<input type="text"/>	End User Information	 Modify  Empty
For the Attention of	<input type="text"/>	"For the attention of" Phone	<input type="text"/>
Applicant	<input type="text"/>		
Ship To Party	<input type="text"/>	 Create  Modify	
Service Level	-- Please select --		

... look for their orders ...

HWS Order Search

 Open with spreadsheet

Enter one or several criteria, then click "Search"

Your PO 	<input type="text"/>
Alcatel-Lucent PO 	<input type="text"/>
Service Level	-- Any --
Applicant	<input type="text"/>
Service request number	<input type="text"/>
Alcatel-Lucent Serial Number	<input type="text"/>
BP Serial Number	<input type="text"/>
Product Reference	<input type="text"/>
Status	On Hand
Order creation date (MM/DD/YYYY)	from <input type="text"/> to <input type="text"/>

... and track them.

Hws Results

You can click on the Alcatel-Lucent PO fields to display order details.

You can move the mouse pointer over the icons for additional information in a tooltip

Your PO	Alcatel-Lucent PO	Creation date	Service Level		Order Status		
		05/04/2012	DOA		Order Ack. → Pick&Pack → Shipment → Delivery ✓ Reception ← Return Awaited		
1		05/10/2012	DOA		Order Ack. → Pick&Pack → Shipment → Delivery ✓ Reception ← Return Awaited		
		05/14/2012	DOA		Order Ack. → Pick&Pack → Shipment → Delivery ✓ Reception ← Return Awaited		
1		05/14/2012	DOA		Order Ack. → Pick&Pack → Shipment → Delivery ✓ Reception ← Return Awaited		



7. ALE Technical Support – STANDARD Service Level OBJECTIVES

Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
Severity 1 / Critical	✓		24x7	<p>The End-customer's live Production environment, telecommunications network, or major business application is down, causing a critical impact to business operations (e.g. severely degraded service quality, continuous disruption of service)</p> <p>ALE requires that a Business Partner's employee with the highest Certification level on the technology as required by the Program Guide is onsite to qualify the issue as a Severity 1. He will be assigned on site till closure of the emergency situation.</p>	<p>60 Minutes</p> <p>(Issues must be reported by telephone)</p>	<p>ALE will make all reasonable efforts to continue to work on the problem until service is restored and/or a workaround is provided.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 48 Hours.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect in the next maintenance release.</p> <p>Where applicable and to speed-up customer resolution, ALE shall use reasonable efforts to correct the defect in a Hot Fix patch.</p> <p>Note that a Hot Fix patch is not subject to a complete Quality Assurance cycle. Once the correction is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.</p>



Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
Severity 2 / High	✓	✓	Business Hours	The End customer's environment is not down, however, there is a severe impact or degradation to production or development activities (e.g. degradation of service quality, intermittent disruption of service, blocks integration work, delays final system or acceptance testing)	4 Business Hours	On receipt of a complete problem description, including the business impact and log/configuration files, ALE will make reasonable efforts to neutralise the problem or provide a workaround. For issues that do not require a defect to be corrected, ALE's resolution target is 5 Business Days .	If ALE confirms that a licensed software fix is required, ALE will make reasonable efforts to correct the defect within the next Maintenance Release . ALE will decide if a Hot Fix patch will be required. Note that a Hot Fix patch is not subject to a complete Quality Assurance cycle. Once the correction is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.
Severity 3 / Medium	✓	✓	Business Hours	The End Customer's production environment is noticeably impaired but continues (e.g. some degradation of service quality, impaired network functionality, or occasional disruption of service).	1 Business Day	On receipt of a complete problem description, including the business impact and log/configuration files, ALE will make reasonable efforts to neutralise the problem or provide a workaround. For issues that do not require a defect to be corrected, ALE's	If ALE confirms that a licensed software fix is required, ALE will make reasonable efforts to correct the defect in a future Maintenance Release .



Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
						resolution target is 10 Business Days .	
Severity 4 / Low	✓	✓	Business Hours	There is minimal impact on the End Customer's operation, or the End Customer requires information or assistance on product features, installation, or configuration.	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, ALE will make reasonable efforts to neutralise the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 20 Business Days.</p>	If ALE confirms a defect in a licensed software fix, ALE on its own discretion may correct defects in a future Maintenance Release.

In the event ALE requests any software dumps, tapes, logs or any other documentation from the Business Partner to resolve a reported problem, such documentation shall be forwarded through electronic means (email or ftp) or by overnight courier at Business Partner's expense, if electronic means are not available. On a case by case basis, the Parties may agree to upgrade or downgrade the severity level of a customer case depending on the impacts on End-User's business.



8. ALE TECHNICAL SUPPORT - Premium Service Level OBJECTIVES (OTEC)

Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
Severity 1 / Critical And Severity 2 / High	✓		24x7	<p>The End-user's live Production environment, telecommunications network, or major business application is down, causing a critical impact to business operations (e.g. severely degraded service quality, continuous disruption of service)</p> <p>ALE requires that a Business Partner's employee with the highest Certification level on the technology as required by the Program Guide is onsite to qualify the issue as a Severity 1. He will be assigned on site till closure of the emergency situation.</p>	60 Minutes (Issues must be reported by telephone)	<p>ALE shall use all reasonable efforts to continue to work on the problem until service is restored and/or a workaround is provided.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 48 Hours.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect in the next maintenance release.</p> <p>Where applicable and to speed-up customer resolution, ALE shall use reasonable efforts to correct the defect in a Hot Fix patch.</p> <p>Note that a Hot Fix patch is not subjected to a complete Quality Assurance cycle. Once the correction is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.</p>



Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
Severity 3 / Medium And Severity 4 / Low	✓	✓	Business Hours	The business operations of the End User are noticeably impaired but are able to be continued (e.g. some degradation of service quality, impaired network functionality, or occasional disruption of service).	1 Business Day	On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to neutralise the problem or provide a workaround. For issues that do not require a defect to be corrected, ALE's resolution target is 10 Business Days .	If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect within a future Maintenance Release . ALE shall not produce Hot Fix patch for Medium severity issues.



9. ALE SPECIFIC APPLICATION SUPPORT TEAM - SERVICE LEVEL OBJECTIVES (SAS)

Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
Severity 1 / Critical	✓		Business Hours*	<p>The End Customer's live production environment, telecommunications network, or major business application is down, causing a critical impact to business operations (e.g. severely degraded service quality, continuous disruption of service)</p> <p>ALE requires that an ACSE of the Business Partner is onsite to qualify the issue as a Severity 1. He will be assigned on site till closure of the emergency situation.</p>	2 Business Hours	<p>ALE shall use all reasonable efforts to continue to work on the problem until service is restored and/or a workaround is provided.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 2 business days.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect in the next maintenance release.</p> <p>Where applicable and to speed-up customer resolution, ALE shall use reasonable efforts to correct the defect in a Hot Fix patch.</p> <p>Note that a Hot Fix patch is not subjected to a complete Quality Assurance cycle. Once the correction is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.</p>
Severity 2 / High	•	•	Business Hours	<p>The End Customer's environment is not down; however, there is a severe impact or degradation to business operations or development activities (e.g. degradation of service quality, intermittent disruption of service, blocks integration work, delays final system or acceptance testing).</p>	4 Business Hours	<p>On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to neutralize the problem or provide a workaround.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect within the next Maintenance Release.</p> <p>ALE does not commit to produce Hot Fix patch for High severity issues but keeps the right to do exceptions at its option.</p>



Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
						For issues that do not require a defect to be corrected, ALE's resolution target is 5 Business Days.	
Severity 3 / Medium	•	•	Business Hours	The business operations of the End Customer are noticeably impaired but are able to be continued (e.g. some degradation of service quality, impaired network functionality, or occasional disruption of service).	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 10 Business Days.</p>	<p>If ALE confirms that a licensed software fix is required, ALE shall use reasonable efforts to correct the defect within a future Maintenance Release.</p> <p>ALE shall not produce Hot Fix patch for Medium severity issues.</p>



Severity Level	PROD Env.	LAB Env.	Processed	Criteria	Response time	Resolution target	Defect correction
Severity 4 / Low	•	•	Business Hours	There is minimal impact on the business operations of the End Customer, or the End Customer requires information or assistance on Alcatel-Lucent Enterprise product capabilities, system installation, or configuration.	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, ALE shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, ALE's resolution target is 20 Business Days.</p>	<p>If ALE confirms that a licensed software fix is required; at its option but without obligation, ALE may correct Low severity defects in future or subsequent Maintenance Release.</p> <p>ALE shall not produce Hot Fix patch for Low severity issues.</p>

10.SPS – DETAILED USE CASES (ADD-ON, UPG, IPC, ...)

a. Add-on/Upgrades on OXE/ Upgrades on MLE Applications

The following table aims to resume all possible case studies on the SPS offer. For each use case, this table describes the steps the Business Partner should follow and related information depending on the status of the contract.

- In the first column are listed all possible contract status.
- In the 4 last columns are listed the possible use cases:
 - No change on solution
 - Upgrade on the OmniPCX Enterprise and OpenTouch
 - Upgrade on application(s)
 - License add-on on a system/solution

Each case includes the following information:

- **Action:** action to be performed by the Partner
- **Charged:** What will be invoiced to the partner to complete the requested action
- **Reactivation fees:** Are there any extra fees applied or not for the contract reactivation
- **New contract duration:** details the duration of the new contract (if any) after the action is performed
- **Add. information:** if additional information may be useful

PARTNER ...		PARTNER WANTS to be supported	... an upgrade on OXE or OpenTouch	... an upgrade on application(s)	... a license Add-on
...HAS A VALID SPS CONTRACT WITH AN INCLUDED APPLICATION	Action	No Action	None	None	Add-on
	Charged		Free Product upgrade for OXE. No change on SPS value.	Free Product upgrade for the application if the application is covered by a SPS contract. No change on SPS value.	Product add-on charged. Delta service invoiced following the add-ons rules
	Reactivation fees		No	No	No
	New contract dur.		No change	No change	Same as the current contract
...HAS A VALID SPS CONTRACT WITHOUT AN INCLUDED APPLICATION	Action	If support is expected on application, add- on of the application to SPS contract.	None	Restart offer	Add-on
	Charged	Application licenses and maintenance value charged.	Free Product upgrade for OXE. No change on SPS value.	Product add-on charged. Support Service invoiced following the detailed above SPS add-ons rules. Restart penalty added.	Product add-on charged. Support Service invoiced following the SPS add-ons rules
	Reactivation fees		No	30% additional ⁽³⁾ on the SPS yearly value (Application value only)	No
	New contract dur.		No change	Link to end of SPS existing contract anniversary date	same as the current contract
	Add. information			Considered as add-on, 50% of the SPS yearly value is charged	If the add-on is done on the application not covered by the contract the service is not charged ⁽²⁾

PARTNER ...		PARTNER WANTS to be supported	... an upgrade on OXE or OpenTouch	... an upgrade on application(s)	... a license Add-on
...HAS AN EXPIRED SPS CONTRACT	Action	Restart offer	Restart offer	Restart offer	None ⁽²⁾
	Charged	One year of SPS contract charged.	Product upgrade charged. One year of SPS contract charged.	Product upgrade charged. One year of SPS contract charged.	Product add-on charged. No service charged
	Reactivation fees	30% additional ⁽³⁾ on SPS yearly value and mandatory add-ons	30% additional ⁽³⁾ on SPS yearly value	30% additional ⁽³⁾ on SPS yearly value	No
	New contract dur.	1 or more year	1 or more year	1 or more year	N/A
	Add. information	The Product upgrade is not necessary if the current release is still on Active commercial release.	The Product upgrade is not necessary if the current release is still on Active commercial release.	Active release ⁽¹⁾ mandatory on OXE. The Product upgrade is not necessary if the current release is still on Active commercial release.	
...HAS AN EXPIRED SPS CONTRACT AND ADDS A NEW APPLICATION ON TOP	Action	Restart offer	Restart offer	New application added to SPS contract	None ⁽²⁾
	Charged	Product upgrade charged; one year of SPS contract charged.	Product upgrade charged; one year of SPS contract charged.	One year of SPS contract charged.	No service charged
	Reactivation fees	30% additional (3) on SPS yearly value and mandatory add-ons	30% additional ⁽³⁾ on SPS yearly value	No penalties for the new application	No
	New contract dur.	1 or more year	1 or more year	1 or more year	N/A
	Add. information			Active release ⁽¹⁾ mandatory on OXE. Restart offer mandatory on the SPS OXE/OT ⁽³⁾	

(1) Active release: a supported release. Please see the Product lifecycle section of the SPS Process Guide.

(2) In case of add-on on a Product not being covered by a contract, the Partner can request a restart offer for the contract.

(3) In case of multiyear contract subscription, the 30% restart offer fees will not apply.

Notes: In case of take-over of an expired contract, reactivation fees are not applied. For contracts in grace period (up to 1 month after the anniversary date) the SPS contract needs to be restarted (without reactivation fees) before any upgrades or add-ons

PARTNER ...		PARTNER WANTS to be supported	... an upgrade on OXE or OpenTouch	... an upgrade on application(s)	... a license Add-on
...HAS A VALID SPS CONTRACT WITH AN INCLUDED APPLICATION	Action	No Action	None	None	Add-on
	Charged		Free Product upgrade for OXE. No change on SPS value.	Free Product upgrade for the application if the application is covered by a SPS contract. No change on SPS value.	Product add-on charged. Delta service invoiced following the add-ons rules (please refer to the Add-ons chapter)
	Reactivation fees		No	No	No
	New contract dur.		No change	No change	Same as the current contract
	Add. information				
...HAS A VALID SPS CONTRACT WITHOUT AN INCLUDED APPLICATION	Action	If support is expected on application, add-on of the application to SPS contract.	None	Restart offer	Add-on
	Charged	Application licenses and maintenance value charged.	Free Product upgrade for OXE. No change on SPS value.	Product add-on charged. Support Service invoiced following the detailed above SPS add-ons rules. Restart penalty added.	Product add-on charged. Support Service invoiced following the SPS add-ons rules (please refer to the Add-ons chapter)
	Reactivation fees		No	30% additional ⁽³⁾ on the SPS yearly value (Application value only)	No
	New contract dur.		No change	Link to end of SPS existing contract anniversary date	same as the current contract
	Add. information			Considered as add-on, 50% of the SPS yearly value is charged	If the add-on is done on the application not covered by the contract the service is not charged ⁽²⁾
...HAS AN EXPIRED	Action	Restart offer	Restart offer	Restart offer	None ⁽²⁾

PARTNER ...		PARTNER WANTS to be supported	... an upgrade on OXE or OpenTouch	... an upgrade on application(s)	... a license Add-on
SPS CONTRACT	Charged	One year of SPS contract charged.	Product upgrade charged. One year of SPS contract charged.	Product upgrade charged. One year of SPS contract charged.	Product add-on charged. No service charged
	Reactivation fees	30% additional ⁽³⁾ on SPS yearly value and mandatory add-ons	30% additional ⁽³⁾ on SPS yearly value	30% additional ⁽³⁾ on SPS yearly value	No
	New contract dur.	1 or more year	1 or more year	1 or more year	N/A
	Add. information	The Product upgrade is not necessary if the current release is still on Active commercial release.	The Product upgrade is not necessary if the current release is still on Active commercial release.	Active release ⁽¹⁾ mandatory on OXE. The Product upgrade is not necessary if the current release is still on Active commercial release.	
...HAS AN EXPIRED SPS CONTRACT AND ADDS A NEW APPLICATION ON TOP	Action	Restart offer	Restart offer	New application added to SPS contract	None ⁽²⁾
	Charged	Product upgrade charged; one year of SPS contract charged.	Product upgrade charged; one year of SPS contract charged.	One year of SPS contract charged.	No service charged
	Reactivation fees	30% additional ⁽³⁾ on SPS yearly value and mandatory add-ons	30% additional ⁽³⁾ on SPS yearly value	No penalties for the new application	No
	New contract dur.	1 or more year	1 or more year	1 or more year	N/A
	Add. information			Active release ⁽¹⁾ mandatory on OXE. Restart offer mandatory on the SPS OXE/OT ⁽³⁾	

(1) Active release: a supported release. Please see the Product lifecycle section of the SPS Process Guide.

(2) In case of add-on on a Product not being covered by a contract, the Partner can request a restart offer for the contract.

(3) In case of multiyear contract subscription, the 30% restart offer fees will not apply.

Notes: In case of take-over of an expired contract, reactivation fees are not applied. For contracts in grace period (up to 1 month after the anniversary date) the SPS contract needs to be restarted (without reactivation fees) before any upgrades or add-ons

b. IP Centralization

For IP Centralization, ACTIS calculates the SPS price from the software value of the centralized system, which is the combination of initial nodes.

By default, ACTIS sets a 1 year SPS engagement on the centralized system

SPS Price displayed in ACTIS does not take into account the current contracts on initial nodes.

Partner can request for adjustment by opening a SR.

c. Free License Convertor (FLC) and IP for free commercial programs

IP for free program aims to convert Analog or UA licenses to IP licenses for free. To do so ACTIS is generating specific free items to perform this action. These items have a Software Value that differs from the worldwide list price. This Software Value is the difference between the WPL price of Analog and UA licenses and the IP worldwide list price value.

Free license convertor converts licenses from OmniPCX Enterprise to OpenTouch. To compensate the difference between OmniPCX Enterprise and OpenTouch price, the items created in ACTIS by this program have a Software Value that differs from their worldwide list price.

d. SPS – take-over process

This chapter details the different situations that may happen while during a take-over. Two kinds of files are required to set-up properly ACTIS:

- The MAO files detailing the End-Customer ACTIS configuration including the updated software keys
- The .csv file generated by eBuy to gather the latest SPS contracts status

The former Partner has a valid SPS contract or a SPS in grace period

Creation of a manual quote

Contract duration is at least 1 year. If the contract remaining period is more than 1 year, ALE quotes full years. As examples:

- If 14 months remain, SCT will quote 2 years
- If 9 months remain, SCT will quote 1 year

The quotation details the total price, the annual price, and the contract duration

Partner sends back the agreed offer

Manual actions are required to:

- If necessary, modify the CPU Id owner in the database
- Block (or destroy) the former Partner SPS contract (any started year must be paid)
- Creation of a new SPS contract for the New Partner. The contract starts the first day of the month following the ordering date

Takeover

Then, the New Partner can download the .csv files from eBuy and order in ACTIS/eBuy. If the new Partner do not have the MAO files he can raise a service request to the ALE Welcome Center.

The former Partner has a valid SPS contract or an SPS in grace period

A System ID with an expired contract is available to any Partner through eBuy. The take-over is seen as a Restart Offer: the upgrade to commercial release is mandatory. The take-over process and quotation should be done without ALE back-office assistance.

Partner downloads the CSV file and gets the key license file

- If the Former Partner has a non-active SPS contract, any New Partner can download the .csv from eBuy. The .csv is not protected anymore. The .csv file will not contain an end date, as there is no contract,
- If the New Partner has the .csv and the .key license file, he will be able directly to configure in ACTIS, and to order in eBuy. If the New Partner does not have the .key license file, a request to modify the CPU Id owner is necessary. After the modification of CPU Id owner, the New Partner will be able to download the license file.

Partner orders through tools:

The new Partner must order a restart first. In case of restart after take-over, reactivation fees are not applied. The New Partner may pay for migration and Product upgrades, if they are mandatory. The minimum contract duration is 1 year.

!!Please note an implementation limitation!!

ACTIS cannot yet differentiate a “restart after take-over” from a “standard restart” case. So, standard restart rules will be applied. SPS price displayed in ACTIS may be over-evaluated by 30%.

Then, while charging the configuration to eBuy, eBuy will not apply the reactivation fees, as soon as the Ordering Account changes. The “price charged at ordering” displayed in eBuy shopping cart is correct.

11. QUICK LINKS TO MAIN DOCUMENTS

Enterprise Service overview

- [Enterprise Service overview for Partners](#)
- [Pocket guide – ALE CBD support services](#)

ALE MLE product cross compatibility matrix

- [Cross compatibility document](#)

HPS - Hardware Premier Service

- [HPS plug-in & HPS User Guide for ACTIS](#)
- [HPS Overview for Partners](#)

EHS – Extended hardware support service for ALE phones

- [Service description for Extended Hardware Support on ALE phones](#)

HWS returns

- Under construction

ALE MLE software release policy information

- [ALE MLE software release policy information](#)

SPS - Solution Premier Service

- [Brochure - Solution Premier Service \(SPS\)](#)
- [ACTIS process guidelines for SPS](#)
- [SPS Overview for Partners](#)
- [SPS End-Customer Value proposition](#)
- [ACSR Solution Premier Service SPS – \(Available on the ALE Knowledge Hub.\)](#)

SA for OXO Connect – Software Assurance for OXO Connect

- [Software Assurance flyer](#)
- [Software Assurance mass renewal ordering in eBuy](#)
- [Software Assurance mailing service - User Guide](#)

- - - END OF DOCUMENT - - -

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