

AVAYA RIGHTS OFFERING PROCEDURES

Pursuant to the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as such plan of reorganization may be amended or modified from time to time, the “Plan”) of Avaya Inc. and its affiliated debtors (the “Debtors”), each Holder¹ of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) is being granted a subscription right (each, a “Right”) to fund Exit Term Loans (such Exit Term Loans, the “Rights Offering Term Loans”) pursuant to the Plan, as more fully described in these Rights Offering Procedures. Each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that exercises its Rights to fund Rights Offering Term Loans will also receive its Pro Rata Share (as defined below) of a number of New Equity Interests (the “New RO Common Stock”) equal to the number of New Equity Interests that would have been issued if the Rights Offering (as defined below) were an offering of New Equity Interests of Reorganized Avaya (the “Company”) in an amount equal to the Rights Offering Amount (as defined below) at a 37.5% discount to an implied equity value of \$538.8125 million after giving effect to the Rights Offering (the “New RO Common Stock”), as more fully described in these Rights Offering Procedures. In addition, each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that validly exercises its Rights to fund Rights Offering Term Loans will receive their RO Participant Takeback Term Loan Allocation², while each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that does not exercise its Rights to fund Rights Offering Term Loans will receive their RO Non-Participant Takeback Term Loan Allocation³ (and will not receive any New RO Common Stock).

The Allowed First Lien Claims are claims arising under or based upon (1) the B-1 Term Loans, the B-2 Term Loans and the B-3 Term Loans (collectively, the “Existing 1L Term Loans”) and (2) the Legacy Notes and the Secured Exchangeable Notes (collectively, the “Existing 1L Notes”).

The offering of \$150.0 million (the “Rights Offering Amount”) of Rights Offering Term Loans is referred to as the “Rights Offering.”

The offer of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”)

¹ Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

² “RO Participant Takeback Term Loan Allocation” for a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) who elects to participate in the Rights Offering means a dollar principal amount of Exit Term Loans equal to the result of the following formula: (a) a fraction (expressed as a percentage), the numerator of which is the First Lien Claims (exclusive of any B-3 Escrow Claims) held by such holder and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims) *multiplied by* (b) 150 million.

³ “RO Non-Participant Takeback Term Loan Allocation” for a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) who elects not to participate in the Rights Offering means a dollar principal amount of Exit Term Loans equal to the result of the following formula: (a) a fraction (expressed as a percentage), the numerator of which is the First Lien Claims (exclusive of any B-3 Escrow Claims) held by such holder and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims) *multiplied by* (b) 300 million.

in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance upon the exemption provided in section 1145(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an “underwriter” (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares (each, as defined below) are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to “underwriters,” and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the “Disclosure Statement”), entitled “Certain Securities Law Matters.”

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

To exercise the Rights with respect to the Existing 1L Term Loans, each Holder of the underlying Existing 1L Term Loans as reflected on the registers maintained by the administrative agent of the Existing 1L Term Loans on the date of any such exercise of Rights (a “Lender”) must timely and properly execute and deliver its duly completed and executed Lender Subscription Form (as defined below) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to KCC LLC (the “Subscription Agent”) in advance of the Subscription Expiration Deadline (as defined below).

To exercise the Rights with respect to the Existing 1L Notes, each Holder of the underlying Existing 1L Notes as of the date of any such exercise of Rights (a “Noteholder”) must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (as defined below) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to its bank, broker, intermediary, securities nominee or agent (each, a

“Nominee”) (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline, and (ii) electronically deliver (or cause to be delivered) such Existing 1L Notes to the appropriate contra CUSIP established by The Depository Trust Company (“DTC”) for the Rights Offering through the Automated Tender Offer Program (“ATOP”) of DTC, so that they are received by the Subscription Expiration Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Term Loans and Existing 1L Notes. Rather, the Rights, together with the underlying Existing 1L Term Loans and Existing 1L Notes with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Term Loans and Existing 1L Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans and Existing 1L Notes; *provided*, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a “Transfer”) the Existing 1L Term Loans and Existing 1L Notes corresponding to such Rights unless the Rights Offering is terminated; *provided further*, that Holders of Allowed First Lien Claims shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate (including any controlled investment affiliates).

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of these Rights Offering Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the

foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

Lenders, Noteholders and Nominees of Noteholders should note the following dates and times relating to the Rights Offering:

Date	Calendar Date	Event
Subscription Commencement Date	February 14, 2023	The commencement date of the Rights Offering (the “ Subscription Commencement Date ”).
Subscription Expiration Deadline	5:00 p.m. (Prevailing Eastern Time) on March 9, 2023 (as may be extended pursuant to the terms herein)	<p>The deadline for Lenders and Noteholders to subscribe for Rights Offering Term Loans, as such deadline may be extended pursuant to the terms herein (the “Subscription Expiration Deadline”).</p> <p>A Lender’s duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the Subscription Agent on or prior to the Subscription Expiration Deadline. Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated.</p> <p>A Noteholder’s duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to its Nominee (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. The Noteholder must instruct its Nominee to electronically deliver the applicable underlying Existing 1L Notes via ATOP to the appropriate contra CUSIP established by DTC, so that such underlying Existing 1L Notes are actually received by the Subscription Agent on or before the Subscription Expiration Deadline. Existing 1L Notes delivered to the Subscription Agent via ATOP may not thereafter be Transferred unless the Rights Offering is terminated.</p> <p>Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount (as defined below) for all Subscribed Term Loans (as defined below) by the Subscription Expiration Deadline.</p> <p>Holders of Allowed First Lien Claims who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable</p>

		<p>Backstop Term Loans (as defined below) (if any) no later than the Backstop Funding Deadline (as defined below) to the Subscription Agent or otherwise in accordance with the Backstop Agreement.</p> <p>The Subscription Expiration Deadline may be extended by the Debtors, with consent of the Required Consenting Stakeholders and Requisite Commitment Parties (as defined in the Backstop Agreement) (for which email of counsel shall suffice), or as required by law, either before or after the previously scheduled Subscription Expiration Deadline. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post a notice of such extension (the “Extension Notice”) on the Debtors’ restructuring website at www.kccllc.net/avaya; (ii) file a copy of the Extension Notice on the docket of the Debtors’ Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause such notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.</p>
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To Lenders, Noteholders and Nominees of Noteholders:

The Debtors expect to file the Plan and the Disclosure Statement on or about February 14, 2023. Pursuant to the Plan, each Lender and Noteholder has the right to participate in the Rights Offering in accordance with the terms and conditions of the Plan and these Rights Offering Procedures.

Pursuant to the Plan and these Rights Offering Procedures, each Lender will be allocated Rights to subscribe for and fund Rights Offering Term Loans in an amount equal to its pro rata share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims), (“**Pro Rata Share**”), and may exercise such Rights by (x) timely and properly executing and delivering its Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), the form of which is attached to these Rights Offering Procedures as Annex 1 (the “**Lender Subscription Form**”), to the Subscription Agent by the Subscription Expiration Deadline, and (y) funding in cash the aggregate funding amount (the “**Funding Amount**”), as calculated in accordance with its Lender Subscription Form in accordance with the instructions provided herein.

Pursuant to the Plan and these Rights Offering Procedures, each Noteholder will be allocated Rights to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount, and may exercise such Rights by (x) timely and properly executing and delivering its Noteholder Beneficial Owner Subscription Form (with

accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), the form of which is attached to these Rights Offering Procedures as Annex 2 (the “**Noteholder Beneficial Owner Subscription Form**”), to its Nominee (or as otherwise directed by its Nominee) in sufficient time to allow such Nominee to process and deliver copies of all Noteholder Beneficial Owner Subscription Forms (with accompanying IRS Forms) to the Subscription Agent on or before the Subscription Expiration Deadline, (y) electronically delivering (or causing to be delivered) such Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC, so that they are received by the Subscription Expiration Deadline and (z) funding in cash the Funding Amount, as calculated in accordance with its Noteholder Beneficial Owner Subscription Form in accordance with the instructions provided herein.

As part of the exercise process, following exercise of the Rights, the Existing 1L Term Loans underlying the Rights that are being exercised will be frozen from Transfer, Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated, as described below. As part of the exercise process, following exercise of the Rights, the Existing 1L Notes underlying the Rights that are being exercised will be frozen from Transfer unless the Rights Offering is terminated, as described below. All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC, the Noteholder is (i) authorizing its Nominee to exercise all Rights associated with the amount of Existing 1L Notes as to which the instruction pertains, and (ii) certifying that it understands that, once submitted, the underlying Existing 1L Notes will be frozen from Transfer unless the Rights Offering is terminated. Notwithstanding the above, Lenders and Noteholders shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate.

Unless the Rights Offering is terminated, on the Effective Date:

- (a) the underlying First Lien Claims will be cancelled pursuant to the Plan;
- (b) each Lender and Noteholder will receive its applicable share of New Equity Interests distributed pursuant to the Plan;
- (c) each Lender and Noteholder that does not subscribe for and fund Rights Offering Term Loans will receive their RO Non-Participant Takeback Term Loan Allocation distributed pursuant to the Plan;
- (d) each Lender and Noteholder that validly subscribes for and funds Rights Offering Term Loans, and is not a Backstop Party, will receive:

(i) their RO Participant Takeback Term Loan Allocation distributed pursuant to the Plan;

(ii) an amount of Rights Offering Term Loans equal to such Lender's or Noteholder's Pro Rata Share of the Rights Offering Amount (the "**Subscribed Term Loans**"), as further described in these Rights Offering Procedures; and

(iii) such Lender's or Noteholder's Pro Rata Share of a number of shares of New RO Common Stock equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of \$538.8125 million after giving effect to the Rights Offering;

(e) each Backstop Party will receive:

(i) such Backstop Party's Subscribed Term Loans, as further described in these Rights Offering Procedures;

(ii) in the case of a Backstop Party that validly subscribes for and funds Rights Offering Term Loans, their RO Participant Takeback Term Loan Allocation, and in the case of a Backstop Party that does not subscribe for and fund Rights Offering Term Loans, their RO Non-Participant Takeback Term Loan Allocation, in either case reduced dollar-for-dollar by the amount of Backstop Term Loans that such Backstop Party funds;

(iii) in the case of a Backstop Party that validly subscribes for and funds Rights Offering Term Loans, such Backstop Party's Pro Rata Share of a number of shares of New RO Common Stock equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of \$538.8125 million after giving effect to the Rights Offering;

(iv) a number of additional New Equity Interests (the "**RO Backstop Shares**") in an amount equivalent to the amount of New RO Common Stock that would have been received by a Lender or Noteholder that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Backstop Party; and

(v) its applicable number of Premium Shares in accordance with the Backstop Agreement.

Each Holder of Allowed First Lien Claims that is both a Lender and a Noteholder and wishes to exercise its Rights with respect to both its Existing 1L Term Loans and Existing 1L Notes must follow the respective procedures for both Existing 1L Term Loans and Existing 1L Notes. If a Noteholder holds Existing 1L Notes underlying the Rights that it wishes to exercise through multiple Nominees, it must complete, execute and deliver a separate Noteholder Beneficial Owner Subscription Form with respect to each such Nominee.

Failure of a Lender to submit its Lender Subscription Form on a timely basis will result in forfeiture of such Lender's Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Company, the Subscription Agent or any of the Backstop Parties will have any liability for any such failure.

The amount of time necessary for a Nominee to process and deliver the applicable Existing 1L Notes through ATOP may vary. Noteholders are urged to consult with their Nominees to determine the necessary deadline to return their Noteholder Beneficial Owner Subscription Forms to their Nominee (as well as any other steps required by such Nominee, which may vary from Nominee to Nominee). Failure of a Noteholder to submit such Noteholder Beneficial Owner Subscription Form (or other instructions required by the Nominee) on a timely basis will result in forfeiture of such Noteholder's Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Company, the Subscription Agent or any of the Backstop Parties will have any liability for any such failure.

No Lender or Noteholder shall be entitled to participate in the Rights Offering unless cash in an amount equal to the Funding Amount of its Subscribed Term Loans, calculated in accordance with its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, is received by the Subscription Agent (i) in the case of a Lender or Noteholder that is not a Backstop Party, on or before the Subscription Expiration Deadline and (ii) in the case of a Lender or Noteholder that is a Backstop Party, no later than the Backstop Funding Deadline (together with the Funding Amount for the applicable Backstop Term Loans as set forth in the Funding Notice), or otherwise in accordance with the terms of the Backstop Agreement. If the Rights Offering is terminated for any reason, the Funding Amount previously received by the Subscription Agent will be returned to the applicable Lenders and Noteholders as provided in Section 6 hereof and, with respect to deposited Existing 1L Notes, the deposited Existing 1L Notes will be released by the Subscription Agent. No interest will be paid on any advanced funding of the Funding Amount or on any returned Funding Amount.

Before electing to participate in the Rights Offering, each Lender and Noteholder should review the Disclosure Statement (including the risk factors described in Article IX entitled "Risk Factors") and the Plan, and, in each case, any amendments, supplements or other modifications thereto, in addition to these Rights Offering Procedures and the instructions contained herein and in its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A copy of the Disclosure Statement is available from the Subscription Agent and on the Debtors' restructuring website at www.kccllc.net/avaya.

In order to participate in the Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline (other than with respect to payments of the Funding Amount by Backstop Parties, which must be received by the Backstop Funding Deadline), you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

1. Participation in the Rights Offering; Description of Backstop

Lenders and Noteholders have the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Lender and Noteholder is entitled to subscribe for either all or none of its Pro Rata Share of Rights Offering Term Loans. Subject to the terms and conditions as set forth in the Plan, these Rights Offering Procedures and the Backstop Agreement, each Backstop Party has certain obligations with respect to the funding of Backstop Term Loans. Each Lender or Noteholder that exercises its Rights to fund Rights Offering Term Loans will also receive its Pro Rata Share of the New RO Common Stock.

There will be no over-subscription privilege in the Rights Offering. Any amount of Rights Offering Term Loans that is unsubscribed by the Lenders and Noteholders entitled thereto (the “**Backstop Term Loans**”) will be funded by the applicable Backstop Parties as Backstop Term Loans in accordance with the Backstop Agreement. Subject to the terms and conditions of the Backstop Agreement, each Backstop Party has agreed to fund (on a several and not joint basis) a certain principal amount of Rights Offering Term Loans and/or Backstop Term Loans. Each Backstop Party will receive RO Backstop Shares in an amount equivalent to the amount of New RO Common Stock that would have been received by a Lender or Noteholder that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Backstop Party. As consideration for their undertakings, the Backstop Parties will receive the premium set forth in Section 3.1 of the Backstop Agreement (the “**Premium Shares**”).

The offering of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance upon the exemption provided in section 1145(a) of the Bankruptcy Code to the maximum extent permitted by law, or, if section 1145(a) is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an “underwriter” (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available

exemption. Resales of New RO Common Stock issued to “underwriters,” and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of the Disclosure Statement, entitled “Certain Securities Law Matters.”

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THESE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN EACH LENDER SUBSCRIPTION FORM AND NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.⁴

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire on the Subscription Expiration Deadline (as such deadline may be extended pursuant to the terms set forth herein). Each Lender or Noteholder intending to fund Rights Offering Term Loans in the Rights Offering must affirmatively elect to exercise its Rights in the manner set forth in the Rights Offering Instructions (consistent herewith, including as described in Section 4 hereof) on or prior to the Subscription Expiration Deadline and must fund the Funding Amount for any exercised Rights by the applicable deadline.

Any exercise (including payment by any Lender or Noteholder that is not a Backstop Party) of Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

The Subscription Expiration Deadline may be extended by the Debtors with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), or as required by law. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post the Extension Notice on the Debtors’ restructuring website at www.kccllc.net/avaya; (ii) file a copy of the Extension Notice on the docket of the Debtors’ Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause the Extension Notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.

⁴ Notwithstanding that subscriptions are irrevocable, in the event Noteholder positions are erroneously delivered to the wrong contra CUSIPs at DTC via ATOP, the Subscription Agent will use best efforts to cure such defects, subject to the approval of DTC.

3. Delivery of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form

Each Lender and Noteholder may exercise either all or none of such Lender's or Noteholder's Rights, but subject to the terms and conditions of the Plan and these Rights Offering Procedures, the exercise of any Rights will be irrevocable. In order to facilitate the exercise of the Rights, beginning on the Subscription Commencement Date, the Subscription Agent will furnish, or cause to be furnished, to each Lender the Lender Subscription Form and to each Noteholder or Noteholder's Nominee, as applicable, the Noteholder Beneficial Owner Subscription Form, together with appropriate instructions for the proper completion and due execution by, and timely delivery by or on behalf of, the Lender or Noteholder of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the payment of the Funding Amount, as calculated in accordance with such Lender's or Noteholder's Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. To effectuate delivery of the aforementioned documents, the Subscription Agent is authorized to rely on (i) information or registers provided by the administrative agent of the Existing 1L Term Loans and (ii) securities position reports requested and obtained from DTC for purposes of distribution. In addition, appropriate service of the aforementioned documents will be deemed completed by the Subscription Agent upon delivery of such documents to DTC and the applicable Nominees (or such Nominees' agents); *provided, however*, that the Subscription Agent will instruct such Nominees (or their agents) to immediately distribute such documents to the underlying Noteholders, as applicable, in accordance with their customary procedures.

4. Exercise of Rights

(a) More specifically, in order to validly exercise Rights, each Lender or Noteholder that is not a Backstop Party must:

- (i) with respect to Noteholders, instruct its Nominee(s) to electronically deliver, the Existing 1L Notes underlying the Rights that are being exercised through ATOP, such that they are received by the Subscription Expiration Deadline;
- (ii) for Noteholders who wish to designate another person to receive their New RO Common Stock, submit the Existing 1L Notes as instructed by the Subscription Agent such that they are received by the Subscription Expiration Deadline;
- (iii) return a duly completed and executed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to (a) the Subscription Agent, if a Lender, or (b) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline; and
- (iv) no later than the Subscription Expiration Deadline, fund the Funding Amount for all Subscribed Term Loans, to the Subscription Agent by wire transfer of immediately available funds in accordance with the instructions included in Item 3

of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable.

(b) In order to validly exercise Rights, each Lender or Noteholder that is a Backstop Party must:

- (i) with respect to Noteholders, instruct its Nominees to electronically deliver the Existing 1L Notes underlying the Rights that are being exercised through ATOP, such that they are received by the Subscription Expiration Deadline;
- (ii) for Noteholders who wish to designate another person to receive their New RO Common Stock, submit the Existing 1L Notes as instructed by the Subscription Agent such that they are received by the Subscription Expiration Deadline;
- (iii) (a) return a duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent, if a Lender, and/or (b) return a duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline;
- (iv) for Noteholders, ensure that the Backstop Party Addendum (as defined below) is provided to their Nominee so that the Nominee will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline; and
- (v) no later than the deadline specified in the Funding Notice (such deadline, the "**Backstop Funding Deadline**"), pay the Funding Amount for all Subscribed Term Loans and for the applicable Backstop Term Loans to the Subscription Agent by wire transfer of immediately available funds in accordance with the instructions included in the Funding Notice.

(c) In the event that funds received by the Subscription Agent in payment for a subscribing Lender's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Lender, the subscription(s) represented by such subscribing Lender's Lender Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

(d) In the event that funds received by the Subscription Agent in payment for a subscribing Noteholder's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Noteholder, the subscription represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. For the avoidance of doubt, if the principal amount(s) of underlying Existing 1L Notes held by a Noteholder that is

electronically delivered through ATOP is less than all of such Noteholder's Existing 1L Notes, the subscription represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

(e) The payments of cash made in accordance with the Rights Offering will be deposited and held by the Subscription Agent in a segregated bank account established by the Subscription Agent for this purpose, until disbursed to the Company in connection with the settlement of the Rights Offering on the Effective Date or returned to subscribing Lenders and Noteholders as provided in Section 6. The Subscription Agent may not use such funds for any other purpose prior to the Effective Date and may not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Such funds held in the segregated bank account or otherwise by the Subscription Agent shall not be deemed part of the Debtors' bankruptcy estate.

Special note for Backstop Parties. Backstop Parties must complete the Backstop Party Addendum attached to the Lender Subscription Form or Noteholder Beneficial Owner Subscription Form, as applicable (the "**Backstop Party Addendum**") and submit the Backstop Party Addendum to the Subscription Agent. Backstop Parties that are Lenders must complete and return the Backstop Party Addendum to the Subscription Agent in accordance with the directions included in the Backstop Party Addendum. Backstop Parties that are Noteholders must arrange for the Backstop Party Addendum to (a) be completed and returned to the Subscription Agent in accordance with the directions included in the Backstop Party Addendum and (b) be provided to their Nominee so that the Nominee will be informed that funding from such Backstop Party does not have to be made prior to the Subscription Expiration Deadline. Each Backstop Party must provide its payment by the deadline set forth in the Funding Notice (as defined in the Backstop Agreement) to the extent that such payment has not already been made to the Subscription Agent, or otherwise in accordance with the terms of the Backstop Agreement.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Subscription Form.

5. Transfer Restriction; Revocation

(a) The Rights will not be detachable or otherwise transferable separately from the Existing 1L Term Loans and Existing 1L Notes. If any Rights are Transferred by a Lender or Noteholder in contravention of the foregoing, the Rights will be cancelled, and neither such Lender or Noteholder nor the purported transferee will receive any Rights Offering Term Loans otherwise purchasable on account of such Transferred Rights.

(b) Lenders and Noteholders shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate.

(c) The Rights, together with the underlying Existing 1L Term Loans or Existing 1L Notes with respect to which such Rights were allocated, will trade together as a unit, subject to

such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans or Existing 1L Notes.

(d) Once a Lender or Noteholder has properly exercised its Rights, subject to the terms and conditions contained in these Rights Offering Procedures (and the Backstop Agreement in the case of any Backstop Party), such exercise will be irrevocable. Moreover, following the exercise of any Rights, the Holder thereof shall be prohibited from Transferring or assigning the Existing 1L Term Loans and Existing 1L Notes, as applicable, corresponding to such Rights unless the Rights Offering is terminated.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) revocation of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the RSA in accordance with its terms, (iii) termination of the Backstop Agreement in accordance with its terms, and (iv) May 15, 2023, if the closing of the Rights Offering has not occurred on or prior to that date, which (A) may be extended by the Debtors with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) and (B) shall be automatically deemed extended if Milestone (k) in the Restructuring Term Sheet is extended in accordance with the RSA by the number of days by which Milestone (k) is extended; provided that no extension under this clause (B) may be for longer than 30 days in total after May 15, 2023. If the Rights Offering is terminated, any cash paid to the Subscription Agent will be returned, without interest, and all deposited Existing 1L Notes shall be released by the Subscription Agent, to the applicable Noteholder as soon as reasonably practicable thereafter, but in any event within six (6) Business Days after the date on which the Rights Offering is terminated.

7. Settlement of the Rights Offering and Distribution of the Subscribed Term Loans and New RO Common Stock

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, satisfaction of the conditions precedent set forth in the Backstop Agreement and the simultaneous occurrence of the Effective Date.

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans.

The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC. For subscribing Noteholders, the Company will either (i) cause the New RO Common Stock to be credited to the accounts at DTC through which the respective Noteholders or Nominees, as applicable, held the Existing 1L Notes underlying the applicable

Allowed First Lien Claims (as evidenced by the Noteholder's ATOP submission), and the Nominees will arrange for the credit of the New RO Common Stock to the individual accounts of the applicable Noteholders or (ii) deliver the New RO Common Stock to accounts of persons designated by the subscribing Noteholders at DTC via DWAC deposits. For subscribing Lenders, the Subscription Agent will obtain delivery instructions directly from the Lenders that participate in the Rights Offering and the Company will cause the New RO Common Stock to be credited to the accounts of such Lenders at DTC. The Company will cause RO Backstop Shares and Premium Shares to be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Lenders who comply with their obligations under these procedures will receive their New RO Common Stock through a *Deposit or Withdrawal at Custodian* ("DWAC") deposit to a bank or broker that is a participant in the DTC system (a "**DTC Participant**"). Lenders should be aware that it will be necessary to have an account with a DTC Participant in order to receive the New RO Common Stock.

If, for any reason, the New RO Common Stock to be issued in book-entry form in accordance with the practices and procedures of DTC cannot be issued in such form, then such New RO Common Stock will be issued and registered in the name of the subscribing Lenders and Noteholders on the books and records of the Company's transfer agent, subject to the terms of the Plan and applicable law, including compliance with section 1145 of the Bankruptcy Code. After the initial issuance of the New RO Common Stock, however, Lenders and Noteholders may freely transfer such New RO Common Stock in accordance with the procedures of the Company's transfer agent subject to applicable securities laws and provisions of the Governance Documents. For the avoidance of doubt, the RO Backstop Shares and Premium Shares are being issued pursuant to Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption, and such shares will bear a legend indicating that the securities may not be sold or otherwise transferred unless such securities are registered with the SEC pursuant to the Securities Act and comply with any applicable state or local law requiring registration of securities, or such sale or transfer is exempt from registration requirements of the Securities Act and any applicable state or local law.

8. No Fractional New RO Common Stock

No fractional Rights or shares of New RO Common Stock, RO Backstop Shares, or Premium Shares will be issued in connection with the Rights Offering. All New RO Common Stock, RO Backstop Shares, and Premium Share allocations will be calculated and rounded down to the nearest whole share. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Bulk Tenders

With respect to subscribing Noteholders, Nominees must submit instructions on account of each Noteholder separately. "Bulk Tenders" via ATOP are not permitted and will be rejected.

10. Validity of Exercise of Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Rights will be determined in good faith by the Debtors in consultation with the Required Consenting Stakeholders and Requisite Commitment Parties and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) or pursuant to the terms of the Backstop Agreement, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any Rights. Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith and with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice). In addition, the Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) or pursuant to the terms of the Backstop Agreement, may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

For the avoidance of doubt and notwithstanding the above, the Debtor and its agents are not required to inform parties of any defect or irregularity with their submission of documents or payments and may reject such submissions without previously notifying the party prior to such rejection other than as required pursuant to the terms of the Backstop Agreement. Additionally, each such irregularity or defect if reviewed, will be done so on an individual submission basis.

11. Minimum Denominations

There is no minimum principal amount of Existing 1L Term Loans or Existing 1L Notes with respect to which Rights may be exercised.

12. DTC

All of the Existing 1L Notes are held in book-entry form in accordance with the practices and procedures of DTC. The Debtors intend to comply with the practices and procedures of DTC for the purpose of conducting the Rights Offering, and, subject to compliance with Section 13 hereof, these Rights Offering Procedures will be deemed appropriately modified to achieve such compliance.

13. Modification of Procedures

The Debtors reserve the right, subject to the terms of the Backstop Agreement and with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), to modify these Rights Offering Procedures or adopt additional procedures consistent with the provisions of these Rights Offering Procedures to effectuate the Rights Offering and to issue the Subscribed Term Loans; *provided, however*, that the Debtors shall provide prompt written notice (the “**Modification Notice**”) to the Lenders and Noteholders of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date by: (i) posting the Modification Notice on the Debtors’ restructuring website

at www.kccllc.net/avaya; (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) providing a copy of the Modification Notice to counsel the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. Subject to the terms of the Backstop Agreement and the RSA, the Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the Rights Offering and the issuance of the Subscribed Term Loans, New RO Common Stock, RO Backstop Shares and Premium Shares.

14. Inquiries and Transmittal of Documents; Subscription Agent

The Rights Offering Instructions should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the Lender or Noteholder electing to exercise its Rights and not the Debtors or the Subscription Agent.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form and/or the Noteholder Beneficial Owner Subscription Form, as applicable, and the appropriate IRS tax form by no later than the Subscription Expiration Deadline to the following:

Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

All documents relating to the Rights Offering are available from the Subscription Agent. In addition, these documents, together with all filing made with the Court by the Debtors, are available free of charge from the Debtors' restructuring website at www.kccllc.net/avaya.

Only choose one method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

15. Backstop Agreement

The Debtors are party to that certain Backstop Agreement (the “**Backstop Agreement**”) dated February 14, 2023 with each Party listed as a “Commitment Party” on Schedule 1 thereto (the “**Backstop Parties**”). In the event of any conflict between these Rights Offering Procedures and the terms of the Backstop Agreement, the terms of the Backstop Agreement will control.

AVAYA RIGHTS OFFERING INSTRUCTIONS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** the principal amount of your Existing 1L Term Loans and/or Existing 1L Notes that you hold in the corresponding fields within your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. There is no minimum principal amount of Existing 1L Term Loans or Existing 1L Notes with respect to which Rights may be exercised.

If you are a Lender and you do not know the principal amount of your Existing 1L Loans, please contact the administrative agent for the Existing 1L Loans immediately. If you are a Noteholder and you do not know the principal amount of your Existing 1L Notes, please contact your Nominee immediately. If you are a Noteholder, intending to exercise your Rights you must provide instructions to your Nominee to submit all of your Existing 1L Notes into the ATOP system through DTC to the appropriate contra CUSIP established by DTC.

2. **Complete** the calculation in Item 2 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, which calculates your Funding Amount (i.e., the amount of Rights Offering Term Loans you are entitled to fund in the Rights Offering).
3. **Read, complete and sign** the certification in Item 4 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and all other requested information in the remaining items.
4. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.
5. **For Noteholders ONLY, instruct** your Nominee to electronically deliver via ATOP your Existing 1L Notes to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline. If you are a Noteholder intending to exercise your Rights, you must provide instructions to your Nominee to submit all of your Existing 1L Notes into the ATOP system.
6. **Return** your signed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent prior to the Subscription Expiration Deadline or, for Noteholders, to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver your Noteholder Beneficial Owner Subscription Form to the Subscription Agent (or otherwise follow the instructions of your Nominee) prior to the Subscription Expiration Deadline.

7. **Arrange for full payment** of the Funding Amount in immediately available funds, calculated in accordance with Item 2 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A Lender or Noteholder who is not a Backstop Party should follow the payment instructions as provided in Item 3 of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. Any Backstop Party should follow the payment instructions that will be provided in the Funding Notice, except to the extent of any Funding Amount previously paid by such Backstop Party to the Subscription Agent, or otherwise in accordance with the terms of the Backstop Agreement.
8. **For Backstop Parties ONLY, confirm** that you are a Backstop Party by checking the appropriate box in Item 5 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, so that the Nominee, if applicable, will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. If you are a Backstop Party, you must also complete the Backstop Party Addendum which is attached to your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and submit the Backstop Party Addendum to the Subscription Agent. (This instruction is only for Backstop Parties).

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023 (as such deadline may be extended pursuant to the Rights Offering Procedures).

Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Subscription Agent and, for Noteholders, the underlying Existing 1L Notes must be delivered through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

For Noteholders, please note that, unless otherwise directed by your Nominee, the Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to process and deliver your underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription represented by your Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Further, the full payment of the Funding Amount by Lenders and Noteholders who are not Backstop Parties must be received by the Subscription Agent by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated Rights will be deemed forever relinquished and waived,

subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Lenders and Noteholders that are Backstop Parties must deliver the Funding Amount for their Subscribed Term Loans and for the applicable Backstop Term Loans directly to the Subscription Agent, as applicable, pursuant to the Funding Notice (except to the extent of any Funding Amounts previously provided by any such Lenders and Noteholders to the Subscription Agent in accordance with the terms of the Backstop Agreement) no later than the Backstop Funding Deadline, or otherwise in accordance with the terms of the Backstop Agreement.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form, and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the appropriate IRS tax form by no later than the Subscription Expiration Deadline to the following:

Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

Only choose one method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

Annex 1

Lender Subscription Form

[Lender Subscription Form provided as a separate document.]

Annex 2

Noteholder Beneficial Owner Subscription Form

[Noteholder Beneficial Owner Subscription Form provided as a separate document.]