

**NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM
FOR RIGHTS OFFERING**

**FOR USE BY HOLDERS OF
EXISTING 1L NOTES**

**IN CONNECTION WITH THE DEBTORS'
DISCLOSURE STATEMENT DATED FEBRUARY 14, 2023**

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023, unless otherwise extended pursuant to the terms of the Rights Offering Procedures (the “Procedures”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Procedures.

To exercise the Rights with respect to the Existing 1L Notes, each Holder of the underlying Existing 1L Notes (as defined below) 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 (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 into an 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.

Noteholders who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans by the Subscription Expiration Deadline.

Noteholders who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Notes. Rather, the Rights, together with the underlying Existing 1L Notes with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying 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 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 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 Notes to such affiliate (including any controlled investment affiliates).

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 in the Procedures.

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 prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Existing 1L Notes through ATOP, 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.

Noteholders that are Backstop Parties must arrange for the Backstop Party Addendum to (a) be completed and returned to the Subscription Agent 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. 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 pursuant to the Funding Notice (except to the extent of any funding amounts previously provided by any such 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.

The offering 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”) 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 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.”

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 the 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 the Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, the 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. Please consult the Plan, the Disclosure Statement and the Procedures (including the instructions attached thereto) for additional information with respect to this Noteholder Beneficial Owner Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Procedures.

None of the Rights distributed in connection with the 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.

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 herein or in the Procedures.

Please note that you are responsible for all calculations made pursuant to this Noteholder Beneficial Owner Subscription Form.

Please refer to the Procedures for details on your entitlement to the New RO Common Stock and your Participant Term Loan Allocation to the extent you participate in the Rights Offering.

If you have any questions, please contact 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.

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

To subscribe, fill out all Items in this Noteholder Beneficial Owner Subscription Form completely and legibly – *and follow the instructions of your Nominee with respect to the submission of your instructions to the Nominee.*

Item 1. Amount of Existing 1L Notes

I certify that I am a beneficial owner of the aggregate principal amounts as set forth below of the Debtors' 8.00% Exchangeable Senior Secured Notes due 2027 (the "Exchangeable Notes") and 6.125% Senior First Lien Notes due 2028 (the "Legacy Notes" and, together with the Exchangeable Notes, the "Existing 1L Notes") in the following principal amounts (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For the purposes of this Noteholder Beneficial Owner Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2 and Item 3a below.

If you do not know the principal amount of your Existing 1L Notes, please contact your Nominee immediately.

Insert aggregate principal amount of Existing 1L Notes held, as applicable.

Exchangeable Notes (CUSIP
053499AN9/US053499AN91): _____
[1A]

Legacy Notes (CUSIP
053499AL3/US053499AL36): _____
[1B]

Legacy Notes (CUSIP
U05258AF2/USU05258AF20): _____
[1C]

IMPORTANT NOTE: IF YOU HOLD YOUR EXISTING 1L NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST COMPLETE AND RETURN A SEPARATE NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM TO EACH APPLICABLE NOMINEE. YOU MAY NOT AGGREGATE POSITIONS HELD BY DIFFERENT NOMINEES ON A SINGLE NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM.

Item 2. Funding Amount Calculation

Each Noteholder is entitled 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).

Each Noteholder has 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 the Procedures, each Noteholder is entitled to subscribe for either ***all or none*** of its Pro Rata Share of Rights Offering Term Loans at the Funding Amount.

By filling in the following blanks, you are indicating that the undersigned Noteholder is subscribing to fund the principal amount of Rights Offering Term Loans associated with the

Principal Amount specified in Box B, on the terms and subject to the conditions set forth in the Procedures.

Rights Offering Term Loans:

The amount of Rights Offering Term Loans for which the undersigned may subscribe, based on the principal amount shown above, is calculated as follows:

BOX A		BOX B		
<div>_____</div> <div>(Insert principal amount of Exchangeable Notes from Item 1A above)</div>	X	0.056024314120	=	<div>_____</div> <div>[3A]</div> <div>(Principal Amount of Rights Offering Term Loans)</div> <div>(Round down to nearest whole number)</div>
<div>_____</div> <div>(Insert principal amount of Legacy Notes from Item 1 above ([1B]+[1C]))</div>	X	0.052887110504	=	<div>_____</div> <div>[3B]</div> <div>(Principal Amount of Rights Offering Term Loans)</div> <div>(Round down to nearest whole number)</div>

BOX C	
Funding Amount: _____ <div style="text-align: right;">[3A]+[3B]</div>	

Item 3. Payment and Delivery Instructions

Insert Funding Amount as set forth in BOX C:

\$ _____

For Noteholders that did not check the box in Item 5 below, payment of the Funding Amount calculated pursuant to Item 2 above must be made by wire transfer ONLY of immediately available funds in accordance with the following wire instructions:

Domestic/International wire:

Name of Account:	Computershare Inc AAF for Client Funds 1
Account No.:	4426942285
SWIFT No.:	BOFAUS3N
Bank Name:	Bank of America
Bank Address:	100 West 33rd St. New York, NY 10001
Routing Number:	026009593
Special Instructions:	Funding for KCC – AVAYA Offer – [Name of Participant]

Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans shown in Box C above by the Subscription Expiration Deadline.

Holders of Allowed First Lien Claims who are Backstop Parties will receive a separate Funding Notice (as defined in the Backstop Agreement) and must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

THE PAYMENT MUST BE MADE BY NOTEHOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Please provide your completed Noteholder Beneficial Owner Subscription Form (or other required instruction, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the aggregate principal amount of Existing 1L Notes shown in Box A via ATOP by the Subscription Expiration Deadline.

<p>PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THE RELEVANT EXISTING 1L NOTES HAVE BEEN TENDERED THROUGH ATOP BY THE SUBSCRIPTION EXPIRATION DEADLINE.</p>

Item 4. Certification.

The undersigned hereby certifies that it (i) is the beneficial owner of the Existing 1L Notes set forth in Item 1 above or the authorized signatory (the “Authorized Signatory”) of such Noteholder acting on behalf of the Noteholder, (ii) is entitled to participate in the Rights Offering, (iii) has reviewed a copy of the Plan, the Disclosure Statement and the Procedures (including the Avaya Rights Offering Instructions attached thereto) and other applicable materials and (iv) understands that the exercise of the Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Procedures.

Please provide your completed Noteholder Beneficial Owner Subscription Form to your Nominee in sufficient time to allow your Nominee to process and deliver your underlying Existing 1L Notes through ATOP by the Subscription Expiration Deadline. By subscribing for the total principal amount of Rights Offering Term Loans shown in Box C above, the Noteholder (or the Authorized Signatory on behalf of the Noteholder) is hereby instructing its Nominee to arrange for the delivery of the Existing 1L Notes shown in Box A via ATOP by the Subscription Expiration Deadline, and acknowledges that payment of the Funding Amount shown in Box C associated with the delivery of such Existing 1L Notes must be paid by the Noteholder by the Subscription Expiration Deadline, unless the Noteholder is a Backstop Party.

The Noteholder (or the Authorized Signatory on behalf of such Noteholder) acknowledges that, by executing this Noteholder Beneficial Owner Subscription Form or otherwise providing its subscription instructions to its Nominee, the Noteholder has elected to subscribe for the principal amount of Rights Offering Term Loans associated with the principal amount indicated, and will be bound to pay the Funding Amount for the Rights Offering Term Loans it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

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(s) 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 of the Procedures relating to the waiver or correction of defects or irregularities.

Date: _____

Name of Noteholder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Backstop Party Representation.

(This section is only for Backstop Parties, each of whom is aware of its status as a Backstop Party. If you are a Backstop Party, a fully completed Backstop Party Addendum MUST be provided to your Nominee. A Backstop Party Addendum is attached to the Noteholder Beneficial Owner Subscription Form, and the Backstop Party is responsible for forwarding it to their Nominee who will confirm that payment does not have to be made prior to the Subscription Expiration Deadline. Please note that checking the box below if you are not a Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)

☐ I am a Backstop Party identified in the Backstop Agreement and the Backstop Party Addendum has been provided to my Nominee.

Item 6. Tender of Existing 1L Notes; Exercise Instruction.

Each Noteholder that exercises Rights in respect of Existing 1L Notes must direct its Nominee to electronically tender their applicable underlying Existing 1L Notes in the principal amount(s) set forth in Item 1 (which Nominees should copy below) to an account of the Subscription Agent via ATOP in order to participate in the Rights Offering. Nominees must tender Noteholders' Existing 1L Notes on a per holder basis. Nominees may not submit bulk tender instructions.

To Be Completed by Nominee Only (Evidence of electronic delivery of Existing 1L Notes via ATOP)					
CUSIP / ISIN	Security Description	Principal Amount of Existing 1L Notes Tendered into ATOP	Name & DTC # of Nominee Holding Position at DTC	DTC ATOP Confirmation Number (VOI) (If Applicable)	Euroclear or Clearstream Reference Number (If Applicable)
053499AN9/ US053499AN91	Exchangeable Notes [1A]	\$			
053499AL3/ US053499AL36	Legacy Notes [1B]	\$			
U05258AF2/ USU05258AF20	Legacy Notes [1C]	\$			

Item 7. Registration Information

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 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.

Please indicate on the lines provided below the name of the Noteholder in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares and New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. You may direct that the Rights Offering Term Loans, Backstop Term Loans, the New RO Common Stock, RO Backstop Shares and Premium Shares be issued to different parties in any allocation of your choice. For example, you may request that all Rights Offering Term Loans be delivered to fund 1 while all of the New RO Common Stock be delivered to fund 2. It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name¹ Line 1 (Maximum 35 Characters): _____

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

¹ To the extent there is more than one registrant, please attach a separate sheet with the information required under Item 7.

- ☐ INDIVIDUAL ACCOUNT;
- ☐ IRA ACCOUNT;
- ☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- ☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ BANK;
- ☐ NOMINEE ACCOUNTS;
- ☐ THE NEW C-CORP;
- ☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));
- ☐ TENANTS IN COMMON;
- ☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the RO Backstop Shares and Premium Shares into the brokerage account of the Noteholder in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC. The New RO Common Stock is expected to be issued to the same DTC Participant and Beneficial Holder as the Exchangeable Notes and/or Legacy Notes, unless a Noteholder designates an alternative recipient pursuant to Item 9 below.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

Item 8. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Once completed, you must return this Noteholder Beneficial Owner Subscription Form (or other form of instruction required by your Nominee) to your Nominee in accordance with your Nominee's instructions in sufficient time for your Nominee to tender your Existing 1L Notes to an appropriate contra CUSIP established by the DTC through DTC's ATOP system no later than the Subscription Expiration Deadline.

PLEASE RETURN THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM OR OTHER INSTRUCTION (AS REQUIRED BY THE NOMINEE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT, UNLESS YOUR NOMINEE HAS ALREADY TENDERED YOUR EXISTING 1L NOTES THROUGH ATOP OR OTHERWISE AND THE RELATED VOI NUMBER(S) (IF APPLICABLE) ARE PROVIDED ON THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM.

THE SUBSCRIPTION AGENT MUST BE IN RECEIPT OF THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Return completed documents to:
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

The method of delivery of the applicable Noteholder Beneficial Owner Subscription Form (or other form of instruction required by your Nominee) and any other required documents is at each Noteholder's option and sole risk. Each Noteholder must ensure that its Nominee tenders its Existing 1L Notes at or prior to the Subscription Expiration Deadline and, except for Noteholders who are Backstop Parties, coordinates payment of the Funding Amount.

PLEASE NOTE: THE SUBSCRIPTION WILL NOT BE VALID UNLESS THE RELEVANT EXISTING 1L NOTES HAVE BEEN TENDERED THROUGH ATOP OR OTHERWISE BY THE SUBSCRIPTION EXPIRATION DEADLINE.

PAYMENT MUST BE MADE BY NOTEHOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 9. Designee Information.

Please complete ONLY if the Rights Offering Term Loans, Backstop Term Loans, RO Backstop Shares, Premium Shares or the New RO Common Stock are to be issued in the name of a designee or designees. Any such party must also submit an IRS Form W-8 or IRS Form W-9, as applicable.

(a) Amount of Designation.²

Percentage of Rights Offering Term Loans: _____

Percentage of Backstop Term Loans: _____

Percentage of RO Backstop Shares: _____

Percentage of Premium Shares: _____

Percentage of New RO Common Stock: _____

(b) Designee Registration Information.

Please indicate on the lines provided below the name of the designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares or the New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent.

It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name Line 1 (Maximum 35 Characters): _____

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

² To the extent there is more than one designee, please attach a separate sheet with the information required under Item 9.

Check here if non-US (no TIN) ☐

- ☐ INDIVIDUAL ACCOUNT;
- ☐ IRA ACCOUNT;
- ☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- ☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ BANK;
- ☐ NOMINEE ACCOUNTS;
- ☐ THE NEW C-CORP;
- ☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));
- ☐ TENANTS IN COMMON;
- ☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the New RO Common Stock, RO Backstop Shares and Premium Shares into the brokerage account of the designee, in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

BACKSTOP PARTY ADDENDUM

The undersigned certifies that the undersigned is a party to that certain Backstop Commitment Agreement, dated February 14, 2023, by and among Avaya Inc., the other Debtors party thereto and the Backstop Parties party thereto, and therefore is not required to submit payment of the Funding Amount in connection with the Rights Offering prior to the Subscription Expiration Deadline. A Noteholder that is a Backstop Party must provide its payment in accordance with Section 2.2 of the Backstop Agreement. If you are a Backstop Party, please instruct your Nominee to submit a properly executed Backstop Party Addendum along with the Noteholder Beneficial Owner Subscription Form. The information in the table below should be identical to the information provided in Item 7 of the Noteholder Beneficial Owner Subscription Form.

IN WITNESS WHEREOF, the undersigned has executed this addendum on and as of the ____ day of _____, 2023.

If an Entity:

Name of Entity: _____

Signature: _____

By: _____

Its: _____

State or Country of Principal Place of Business: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

If an Individual Investor:

Name of Individual: _____

Signature: _____

State or Country of Primary Residence: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

To Be Completed by Nominee Only (Evidence of electronic delivery of Existing 1L Notes via ATOP)					
CUSIP / ISIN	Security Description	Principal Amount of Existing 1L Notes Tendered into ATOP	Name & DTC # of Nominee Holding Position at DTC	DTC ATOP Confirmation Number (VOI) (If Applicable)	Euroclear or Clearstream Reference Number (If Applicable)