



## CONSENT AND RELEASE (“Agreement”)

### Terms and Conditions

1. Consent, Release, and Waiver. You, in your individual capacity to the extent your name or likeness is used, and in your representative capacity on behalf of the organization named above (herein after the “Company”) irrevocably grant to Avaya World Services Inc., its subsidiaries, affiliates, successors and those acting with its authority (all of the foregoing parties collectively referred to as “Avaya”), with respect to all elements of my testimonial, case or research study, or other collateral (written or video) regarding Avaya Products and Services (collectively, my “Testimonial”): all copyrights and derivative rights in my Testimonial and a perpetual right to use, publish, re-publish or reproduce my Testimonial by any means or by any media Avaya sees fit for advertising, publicity, commercial or other business purposes. you irrevocably waive any claims against Avaya relating to the use of your Testimonial and promise not to bring any such claim or action in the future. You also waive any right to inspect, modify, approve or disapprove the layout, presentation, media, or other aspect of my Testimonial after you give it to Avaya and understand that the Testimonial will be the property of Avaya.

2. Representation. In giving my Testimonial you represent that (i) You are an authorized representative of the Company and that you have the power and authority to grant this consent and release, (ii) You shall not be compensated in any way for the above beyond any offer outlined in an invitation, and (iii) You also understand that Avaya is not obligated to publish your Testimonial and that if it does, you will not be entitled to any royalties from Avaya.

3. Miscellaneous. This Consent and Release is the entire agreement between you, the Company and Avaya regarding your Testimonial and it supersedes any previous written or oral communications, and it may not be changed in the future without both Avaya and you agreeing to the change in writing. If any part of this Consent and Release is found to be invalid, that invalidity shall not affect the remainder of this Release and Consent. This Release and Consent shall be governed by the laws of New York. I have read the foregoing Release and Consent, and warrant that I fully understand the contents of same.

BY CLICKING THE “ACCEPT” BUTTON YOU ACKNOWLEDGE AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE, AND YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MUST NOT CLICK THE “ACCEPT” BUTTON,