

INSTRUCTIONS

F.O.B./Delivery Terms: FOB - ORIGIN

B/L Instructions:

No COD. Include packing list. For transportation purposes, do not declare value. On release value use value resulting in lowest charge. Do not insure shipment unless authorized in writing by Avaya Inc. Combine all same day shipments, to same consignee, same carrier, on same Bill of Lading (N/A on Just-In-Time & rush). List PO#(s) on Bill of Lading. Comply with packing design.

Routing:

Refer to the table below for detailed routing instructions. For any additional information, please contact Avaya Transportation team at transport@avaya.com or 1-866-784-8585

Shipment Actual Weight	Mode	Carrier	Shipper Contact Info	Account-Bill to Information
150 Lbs or less actual weight	Air	FedEx Express	NA	Acct # - 2697-9484-4
	Ground	FedEx Ground	NA	Acct # - 2697-9484-4
150 Lbs to 10,000 lbs	Air	Expeditors	Avaya-EWR@expeditors.com Ph: 877-451-5818	Not Required
	FTL-LTL	CH Robinson	avaya@chrobinson.com Ph: 866-868-2381	Acct # - C66774-OEMV
<input type="checkbox"/> All product will ship ground unless an expedited service is requested by Avaya and prior written approval is obtained from the Avaya Material Planning organization. <input type="checkbox"/> Freight Forwarders should bill to: Avaya Inc., c/o CTSI, 5100 Poplar Avenue, Suite 1750, Memphis, TN 38137 <input type="checkbox"/> Suppliers shipping direct to Avaya customer locations, mark the bills of lading as "THIRD PARTY BILLING" <input type="checkbox"/> For all Truckload or Less than Truckload shipments please contact Avaya at transport@avaya.com for a Truckload Request form				

Supplier is responsible for freight charges if Avaya routing is not followed. If you do not have access to the internet, email transport@avaya.com or call Avaya Global Transportation at 866-784-8585.

All shipments imported into the U.S. should be cleared by Avaya's U.S. Customs broker, Expeditors International, Memphis TN (901-362-9771 ext. 1010), New York NY (516-371-3330) or Romulus MI (734-857-5180) except when the freight forwarder is DHL Global or FedEx Express. All shipments brought by DHL Global or FedEx Express will be cleared in customs by those two forwarders themselves. Your Supplier invoice should have the harmonized tariff schedule code (HTSUS) for each product shipped.

NOTE TO VENDOR:

You have agreed to provide to Avaya Inc. with the accurate country of origin for the material(s) contained on this purchase order.

- If you have provided a Certificate of Origin prior to this date and the country of origin of the material(s) to be shipped to fill this purchase order do not differ from that Certificate then you need to do nothing more.
- If the country of origin of the material(s) to be shipped to fill this purchase order is (are) different from the country of origin stated on the previously provided Certificate of Origin then you must CLEARLY indicate the accurate country of origin on your confirmation of this P.O., and on all subsequent documents related to it.
- If you have not yet provided a Certificate of Origin then you must CLEARLY indicate the accurate country of origin on your confirmation of this P.O., and on all subsequent documents related to it (e.g. commercial invoice).

Questions regarding this purchase order should be sent to the Ariba Procurement Center at aribacenter@avaya.com

TERMS AND CONDITIONS

The following terms and conditions, together with the terms and conditions on any attachments and the face of the attached Purchase Order form the entire agreement (hereinafter the "Agreement") between Avaya Inc. and the Supplier, and shall be deemed to be accepted by the Supplier upon commencement of performance hereunder.

ACCEPTANCE/ENTIRE AGREEMENT - Acceptance of this offer to purchase by acknowledgment, shipment or other performance shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions of this Agreement. All previous offers by Supplier are hereby rejected. Acceptance of materials or services, payment or any inaction by Avaya shall not constitute Avaya's consent to or acceptance of any such terms. Upon acceptance, the terms contained in this Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and the order(s) and shall not be modified or rescinded, except by a writing signed by Supplier and Avaya. If a contract number is referenced as part of this order, the terms and conditions of that contract shall supersede the terms and conditions on this order. All provisions on Supplier's forms shall be deemed deleted. Estimates or forecasts furnished by Avaya shall not constitute commitments. All material or services will be purchased on an "as ordered" basis. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the parties with respect to the subject matter of this Agreement. The relationship between Avaya and Supplier is that of customer and independent contractor. As an independent contractor, Supplier is required to determine the means and methods to perform the work covered by this order.

ARBITRATION - If a dispute relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to resolve the dispute through arbitration by submitting the dispute to a single arbitrator selected by the parties or, if the parties are unable to agree, by the American Arbitration Association ("AAA"). Each party shall bear its own expenses and an equal share of the expenses of the arbitrator and the fees of the AAA. All defenses based on passage of time shall be suspended pending the termination of the arbitration. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending arbitration. The arbitrator shall not have any authority to award punitive damages.

ASSIGNMENT - Supplier shall not assign any right or interest under this Agreement (excepting solely for moneys due or to become due) or delegate any obligation under this Agreement without the prior written consent of Avaya. Supplier shall be responsible to Avaya for all work performed by Supplier's subcontractor(s) at any tier.

CHANGES - Avaya may at any time during the progress of the work require additions, deductions or deviations (all hereinafter referred to as a "Change") from the work. No Change shall be considered as an addition, alteration or deduction from the work nor shall Supplier be entitled to any compensation for work done pursuant to or in contemplation of a Change, unless made pursuant to a written Change Order issued by Avaya.

CHOICE OF LAW - This Agreement and all transactions under it shall be governed by the laws of the State of New Jersey excluding its choice of laws rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. Supplier agrees to submit to the jurisdiction of any court wherein an action is commenced against Avaya based on a claim for which Supplier has agreed to indemnify Avaya under this Agreement. In all disputes between the parties arising under this Agreement which are not resolved by binding arbitration as specified above, Supplier agrees to submit to the jurisdiction of the New Jersey state and federal courts.

COMPLIANCE WITH LAWS - Supplier and all persons furnished by Supplier shall comply at their own expense with all applicable laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement.

CONFIDENTIAL INFORMATION. Supplier party will preserve the confidentiality of Avaya's confidential information and will not disclose Avaya's confidential information except as needed to perform its express obligations under this Agreement or if required by law, regulation, or court order. Supplier will limit access to Avaya's confidential information only to

employees or subcontractors who need to have access in order to perform services under this Agreement. If a disclosure of confidential information is required by law, Supplier will give Avaya as much notice as is reasonably practicable prior to disclosing the confidential information. Upon termination of this Agreement, Supplier will promptly either return or destroy all confidential information.

FORCE MAJEURE - Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its subcontractors. Supplier's liability for loss or damage to Avaya's material in Supplier's possession or control shall not be modified by this clause. When a party's delay or nonperformance continues for a period of at least fifteen (15) days, the other party may terminate, at no charge, this Agreement or an order under the Agreement.

IDENTIFICATION - Supplier shall not, without Avaya's prior written consent, engage in publicity related to this Agreement, or make public use of any Identification in any circumstances related to this Agreement. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of Avaya Inc. or its affiliates. Supplier shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Avaya.

INDEMNITY - At Avaya's request, Supplier agrees to indemnify, defend and hold harmless Avaya, its affiliates, customers, employees, successors and assigns (all referred to as "Avaya") from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused or alleged to have been caused by the services performed by, or material provided by Supplier or persons furnished by Supplier; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier; or (3) any failure of Supplier to perform its obligations under this Agreement.

INFRINGEMENT - Supplier shall indemnify, defend and hold harmless Avaya, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "Avaya") from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this Agreement, materials supplied by Supplier or performance rendered under or in contemplation of it (an Infringement Claim). If the Infringement Claim arises solely from Supplier's adherence to Avaya's written instructions regarding services or tangible or intangible goods provided by Supplier (Items) and if the Items are not (1) commercial items available on the open market or the same as such items, or (2) items of Supplier's designated origin, design or selection, Avaya shall indemnify Supplier. Avaya or Supplier (at Avaya's request) shall defend or settle, at its own expense any demand, action or suit on any Infringement Claim for which it is indemnitor under this provision and each shall timely notify the other of any assertion against it of any Infringement Claim and shall cooperate in good faith with the other to facilitate the defense of any such Claim.

INSURANCE - Supplier shall maintain and cause Supplier's subcontractors to maintain during the term of this Agreement: (1) Workers' Compensation insurance as prescribed by the law of the state or nation in which the work is performed; (2) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (4) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$2,000,000 combined single limit for bodily injury and property damage per occurrence; (5) if performing services, Professional Liability insurance with limits not less than \$2,000,000 per

claim and annual aggregate covering the errors and omission of Supplier and (6) if the furnishing to Avaya (by sale or otherwise) of material or construction services is involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence. All CGL and automobile liability insurance shall designate Avaya Inc., its affiliates, and its directors, officers and employees (all referred to as "Avaya") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Avaya shall apply on an excess basis. Supplier agrees that Supplier, Supplier's insurer(s) and anyone claiming by, through, under or in Supplier's behalf shall have no claim, right of action or right of subrogation against Avaya and its customers based on any loss or liability insured against under the foregoing insurance. Supplier and Supplier's subcontractors shall furnish prior to the start of Work certificates or adequate proof of the foregoing insurance, including if specifically requested by Avaya, endorsements and policies. Avaya shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy. Insurance companies providing coverage under this Agreement must be rated by A-M Best with at least an A- rating.

INVOICING FOR GOODS - Supplier shall: (1) render original invoice, or as otherwise specified in this Agreement, showing Agreement and order number, through routing and weight; (2) render separate invoices for each shipment within twenty-four (24) hours after shipment; and (3) mail invoices with copies of bills of lading and shipping notices to the address shown on this order. If prepayment of transportation charges is authorized, Supplier shall include the transportation charges from the FOB point to the destination as a separate item on the invoice stating the name of the carrier used.

INVOICING FOR SERVICES- Supplier's invoices shall be rendered upon completion of the work and shall be payable when the work has been performed to the satisfaction of Avaya. The work shall be delivered free from all claims, liens, and charges whatsoever. Avaya reserves the right to require, before making payment, proof that all parties furnishing labor and materials for the work have been paid.

NONDISCRIMINATION IN EMPLOYMENT

During the performance of this purchase order and/or any related contract, Supplier agrees as follows:

(1) Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Supplier will, in all solicitations or advancements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of its commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Supplier will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 (as amended), and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) Supplier will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Supplier's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this purchase order and/or any related contract may be cancelled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) Supplier will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction, the Supplier may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

PAYMENT TERMS - Undisputed Invoices shall be paid 60 days from the date of receipt of an accurate invoice by Avaya.

SHIPPING - Supplier shall: (1) ship the material covered by this order complete unless instructed otherwise; (2) ship to the designated destination; (3) ship according to routing instructions given by Avaya; (4) place the order number on all subordinate documents; (5) enclose a packing memorandum with each shipment and, when more than one package is shipped, identify the package containing the memorandum; and (6) mark the order number on all packages and shipping papers. Adequate protective packing shall be furnished at no additional charge and all material purchased, repaired, replaced, or refurbished under this Agreement shall be packed in containers which meet the requirements of PKG 91NJ1045, current issue. Shipping and routing instructions may be furnished or altered by Avaya without a writing. If Supplier does not comply with the terms of the FOB clause of this order or with Avaya's shipping or routing instructions, Supplier authorizes Avaya to deduct from any invoice of Supplier (or to charge back to Supplier), any increased costs incurred by Avaya as a result of Supplier's noncompliance. Supplier further warrants to Avaya that no lead, cadmium, mercury or hexavalent chromium have been intentionally added to any packaging or packaging component (as defined under applicable laws) to be provided to Avaya under this Agreement and that packaging materials were not manufactured using and do not contain chlorofluorocarbons. Additionally, Supplier warrants to Avaya that the sum of the concentration levels of lead, cadmium, mercury and hexavalent chromium in the package or packaging component provided to Avaya under this Agreement does not exceed 100 parts per million. Upon request, Supplier shall provide to Avaya Certificates of Compliance certifying that the packaging and/or packaging components provided under this Agreement are in compliance with the requirements set forth above in this clause

SOFTWARE LICENSE GRANT - Avaya shall have a world-wide, non-exclusive, royalty-free, perpetual, transferable license to use, reproduce and sublicense all software furnished to Avaya by Supplier under this Agreement. Avaya will not reverse compile or disassemble the software, nor will Avaya reproduce the software for the purpose of furnishing it to others.

SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS - Supplier shall not delegate or subcontract any work or other obligation under this Agreement without the prior written consent of Avaya. If any of the work

is dependent on work done by others, Supplier shall inspect and promptly report to Avaya's Representative any defect that renders such other work unsuitable for Supplier's proper performance. All persons furnished by Supplier shall be considered solely Supplier's employees or agents, and Supplier shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions when required by law.

SUPPLIER'S INFORMATION - Supplier shall not provide under, or have provided in contemplation of, this Agreement any idea, data, program, technical, business or other intangible information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless Supplier has the right to do so, and Supplier shall not view any of the foregoing as confidential or proprietary.

SURVIVAL OF OBLIGATIONS - The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

TAXES - Avaya shall reimburse Supplier only for the following tax payments with respect to transactions under this Agreement unless Avaya advises Supplier that an exemption applies: state and local sales and use taxes, as applicable. Taxes payable by Avaya shall be billed as separate items on Supplier's invoices and shall not be included in Supplier's prices. Avaya shall have the right to have Supplier contest any such taxes that Avaya deems improperly levied at Avaya's expense and subject to Avaya's direction and control.

TITLE AND RISK OF LOSS - Title and risk of loss and damage to material purchased by Avaya hereunder shall vest in Avaya when the material has been delivered at the FOB point. If this Agreement or an order issued pursuant to this Agreement calls for additional services to be performed after delivery, Supplier shall retain title and risk of loss and damage to the material until the additional services have been performed. If Supplier is authorized to invoice Avaya for material upon shipment or prior to the performance of additional services, title to material shall vest in Avaya upon payment of the invoice, but risk of loss and damage shall pass to Avaya when the additional services have been performed.

TERMINATION - Avaya may at any time terminate this Agreement or an order, in whole or in part, by written notice to Supplier. In such case, Avaya's liability shall be limited to payment of the amount due for work performed up to and including the date of termination. Avaya shall immediately be reimbursed for any payments made for unperformed services or undelivered goods.

TOOLS AND EQUIPMENT - Unless otherwise specifically provided in this Agreement, Supplier shall provide all labor, tools and equipment (the "tools") for performance of this Agreement. Avaya is not responsible for the safekeeping of Supplier's property on Avaya premises. Supplier shall take all precautions necessary to protect Avaya's equipment and other property from damage due to Supplier's performance of the work. Should Supplier actually use any tools owned or rented by Avaya, Supplier acknowledges that Supplier accepts the tools "as is, where is" and that Supplier shall have risk of loss and damage to such tools. Supplier agrees not to remove the tools from Avaya's or its customer's premises, to use tools only for the Work, and to return the tools to Avaya upon completion of use, or at such earlier time as Avaya may request, in the same condition as when received by Supplier, reasonable wear and tear excepted.

USE OF INFORMATION - Supplier shall view as Avaya's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, or other tangible information-conveying or performance-aiding article owned or controlled by Avaya, and provided to, or acquired by, Supplier under or in contemplation of this Agreement (Information). Supplier shall, at no charge to Avaya, and as Avaya directs, destroy or surrender to Avaya promptly at its request any such article or any copy of such Information. Supplier shall keep Information confidential and use it only in performing under this Agreement and obligate its employees, subcontractors and others working for it to do so, provided that the foregoing shall not apply to information previously

known to Supplier free of obligation, or made public through no fault imputable to Supplier.

WARRANTY - Supplier warrants to Avaya and its customers that material furnished will be new, merchantable, free from defects in design, material and workmanship and will conform to and perform in accordance with the specifications, drawings or requirements. These warranties extend to the future performance of the material and shall continue for the longer of (a) the warranty period applicable to Avaya's sales to its customers of the material or of products which incorporate the material, or (b) one year after the material is accepted by Avaya. Supplier also warrants to Avaya and its customers that services will be performed in a first class, workmanlike manner in accordance with any applicable specifications and Statement of Work. If material furnished contains manufacturers' warranties, Supplier hereby assigns such warranties to Avaya and its customers. All warranties shall survive inspection, acceptance and payment. Material or services not meeting the warranties will be, at Avaya's option, returned for or subject to refund, repaired, replaced or re-performed by Supplier at no cost to Avaya or its customers and with transportation costs and risk of loss and damage in transit borne by Supplier. Repaired and replacement material shall be warranted as set forth above in this clause.