

LIMITATIONS AND EXCLUSIONS

Limits on Service

The following limitations apply under the Legal Services Plan:

- No benefits will be paid for advice, **consultation** or any representation related to a legal matter for which you have already retained an attorney to represent you.
- If you ask an attorney to provide any services that are not covered, you must pay the entire cost for those services.
- Some legal matters are excluded (see “Exclusions”). **Plan Attorneys** may not provide any service (not even a **consultation**) for excluded matters.
- Your **lawful spouse** or **domestic partnership dependent** is not eligible to receive any services involving divorce, separation or annulment, or any services where his or her interest is contrary to yours. However, when two eligible Avaya Inc. employees seek covered services and their legal interests are in conflict (as in, for example, a separation, annulment or divorce), both are eligible for covered services under the Legal Services Plan if both are covered as employees and not as dependents of any employee.
- A dependent child cannot receive any covered services where his or her interest is contrary to yours.

If Your Legal Dispute Is With an Eligible Dependent

If you are involved in a legal dispute with your **lawful spouse, domestic partnership dependent** or other **eligible dependent**, more than one family member may need legal help. In some situations, both you and your dependent may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by an attorney under this Legal Services Plan. Your dependent will not be covered under the Legal Services Plan unless he or she is also employed by a **Participating Company** and is eligible under the Legal Services Plan.

Exclusions

Certain services are excluded under the Legal Services Plan. The type of service you request determines whether you can receive **consultations**, services or referrals to **Plan Attorneys**. Payment for all non-covered services is your responsibility.

During your initial **consultation** with a **Plan Attorney**, the attorney will determine whether the service is covered. If the service is not covered, you will be told no further action or service can be provided under the Legal Services Plan. In most cases, you may choose to retain the **Plan Attorney** or any other attorney of your choice to represent you. If you do so, however, you will be responsible for paying the attorney in full. For a non-covered matter, this service is not intended to provide you with continuing access to a **Plan Attorney** in order to undertake your own representation. The consequences of seeking or following such advice will also be your sole responsibility.

No benefits will be paid for the following expenses under any circumstances, regardless of whether you use a **Plan Attorney** or a **non-Participating Law Firm**:

- Payment made or required to be made to a third party (someone other than your attorney); these include court costs, witness fees, transcripts, title insurance, title search, recording fees, filing fees, fines, penalties, judgments or orders of restitution ordered by any court,
- Appeals, class actions, interventions, derivative actions and *amicus curiae* (friend of the court) filings,
- Business, farm, commercial or rental property transactions, including any legal services that would ordinarily be deductible under the Internal Revenue Code as a necessary expense of doing business,
- Matters pertaining to admiralty, patents, trademarks and copyrights,
- Matters for which you are or have been receiving legal services before you received a case number,
- Matters handled by an attorney who is not a **Plan Attorney** (unless such services have been authorized by the **Claims Administrator** in advance),
- Matters the **Plan Attorney** deems to be frivolous, spurious, unethical, without merit or made for harassment. However, legal services will be provided for frivolous covered matters when you are the defendant in such a matter,
- Legal representation in connection with any business venture or investment matter. This can include partnerships, corporations, sole proprietorships, joint ventures and similar commercial activities,
- Legal services involving the purchase, sale or lease of investment or income-producing property. A two-family house, whether or not used by you as your principal residence, shall be deemed an investment or income-producing property,
- Appellate court proceedings,

- Tax counseling for transactions in securities, real estate or other properties; preparation and filing of tax returns; appellate or administrative proceedings; litigation before the U.S. Tax Court, U.S. Court of Claims or other federal, state, territorial or similar courts,
- Duplication of services already provided to you on the same matter under the Legal Services Plan,
- Duplication of services for which you are entitled to receive legal representation by any other organization,
- Any case in which your defense or other legal representation is provided through any insurance agency or governmental agency. However, if you are eligible for legal aid or public defender services, you still will be eligible for benefits under the Legal Services Plan, so long as you meet the eligibility requirements, and
- Individual bankruptcy actions or filings.

A **Plan Attorney** *cannot* represent you, and no benefits will be paid to any attorney by the Legal Services Plan, for the following services under any circumstances. However, you may use any non-Plan Attorney of your choice, but the full payment for such services will be your sole responsibility:

- Any dispute involving Avaya Inc. or any of its divisions or operating units. These include credit unions sponsored by Avaya Inc. or affiliated companies, its officers or directors; any employee benefit plans, programs or arrangements sponsored by Avaya Inc. or its affiliates; any affiliated or third-party agents to any employee benefit plans, programs or arrangements sponsored by Avaya Inc. or its affiliates; cases covered by Workers' Compensation or unemployment compensation; and any union representing Avaya Inc. employees,
- Any employment-related matter. This includes, but is not limited to, disputes involving another employee, the unions, any employee benefit plans, program or procedure, or any agents, officers, directors or employees of these groups or persons having responsibility, direct or indirect, for these matters or claims for Workers' Compensation or unemployment compensation,
- Any bankruptcy or debt proceeding that would result in the discharge or collection delay of a debt owed to Avaya Inc., to any of its divisions or operating units or its affiliates, to any union representing Avaya Inc. employees or any Avaya Inc. employee benefit plan, program or procedure, and
- Any dispute or proceeding against the **Claims Administrator, Participating Law Firms** or their **Plan Attorneys**.