

THE AVAYA INC.

**SHORT-TERM DISABILITY PLAN
FOR SALARIED EMPLOYEES**

SUMMARY PLAN DESCRIPTION

**Effective 1/1/2007
Last Updated 3/30/2007**

This is a Summary Plan Description (SPD) of the benefits available, effective January 1, 2007, to **eligible employees** under the Avaya Inc. Short-Term Disability Plan for Salaried Employees (STD Plan).

The Board of Directors of Avaya Inc. (or its delegate) reserves the right to modify, suspend, or terminate the STD Plan at any time. Questions regarding your benefits should be addressed to the Plan Administrator (see "Important Contacts"). Because of the many detailed provisions of the STD Plan, no one other than the Plan Administrator is authorized to advise you as to your benefits. For this reason, Avaya Inc. is not bound by the statements made by anyone or any entity other than the Plan Administrator or its authorized delegates.

Please note that participation in the STD Plan is neither an offer of employment nor a guarantee of employment for any period of time at Avaya Inc. Avaya Inc. employees are employees at will, which means that they can terminate their employment at any time and for any reason. Likewise, Avaya Inc. may terminate an employee's employment at any time and for any reason.

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INTRODUCTION

The Avaya Inc. Short-Term Disability Plan for Salaried Employees (STD Plan) is designed to minimize financial hardship by providing income if you become disabled while actively employed with a **Participating Company**.

Once you are eligible, coverage is provided automatically by the Company at no cost to you.

HIGHLIGHTS

Here is a summary of some features of the STD Plan.

Plan Feature	Summary
Eligibility	If you are an eligible employee (a regular, active, full-time or part-time salaried or term salaried employee who works for a Participating Company), you are eligible for coverage.
Coverage Provided	The benefit amount you receive is based on your rate of pay on your first day of absence and net credited service at the time of the disability.
When Coverage Begins	You do not need to enroll; coverage is automatic. Once you are eligible, short-term disability benefits begin on the eighth consecutive calendar day of absence for a certified disability.
Cost	Coverage under the STD Plan is provided automatically by the Company at no cost to you.

TERMS YOU SHOULD KNOW

There are several words and phrases that have a specific meaning under the STD Plan. This section explains those terms so that you can better understand your benefits. These terms are printed in **boldface** when they appear to let you know they are defined here.

Claims Administrator: the company authorized by Avaya Inc. to administer the STD Plan.

Eligible employee: a regular, active, full-time or part-time salaried or term salaried employee who works for a **Participating Company**.

Individuals who are not paid from the U.S. payroll of a **Participating Company**, and who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement excluding participation in benefit plans, are not eligible to participate in the STD Plan.

Net credited service: "term of employment" as defined in The Avaya Inc. Pension Plan for Salaried Employees.

Partially disabled: for purposes of this Plan, you are considered partially disabled if the **Claims Administrator** determines that you are unable to perform the job you had, but you are able to perform a lower paying job within the Company.

Participating Company: Avaya Inc. and such other companies that have elected to participate in the STD Plan, with the prior approval of Avaya Inc..

Rate of pay: base salary, plus any differentials in effect, on the first day of absence, that are also included in the definition of compensation under The Avaya Inc. Pension Plan for Salaried Employees and The Avaya Inc. Pension Plan.

Totally disabled: for purposes of the STD Plan, you are considered totally disabled if the **Claims Administrator** determines that you cannot perform any of the substantial and material duties of the job you had before your disability, and are unable to be accommodated at another job within the Company.

PARTICIPATING IN THE PLAN

Coverage under the STD Plan is provided automatically by the Company at no cost to you. You do not need to enroll.

To be eligible for short-term disability benefits, **eligible employees** must work for a **Participating Company**. Benefits begin on your eighth consecutive calendar day of absence due to a certified disability.

Individuals who are not paid from the U.S. payroll of a **Participating Company**, and who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement excluding participation in benefit plans, are not eligible to participate in the STD Plan.

Who Is Eligible and When

Short-term disability benefits begin on your eighth consecutive calendar day of absence from work due to a certified disability. The amount of pay you receive for the first seven calendar days of your absence depends on your organization's practice.

Benefits Provided

The amount of your short-term disability benefits depends on:

- Your **rate of pay** as of your first day of absence due to a certified disability,
- Your scheduled hours of work or equivalent work-week classification, not including overtime, and
- Your **net credited service** as of your eighth consecutive calendar day of absence.

You may receive benefits for a maximum of 26 weeks. If you have less than 15 years of **net credited service**, you may be eligible to receive eight weeks at 90% of pay and up to 18 subsequent weeks at 70% of pay. If you have 15 or more years of **net credited service**, you may be eligible to receive 90% of pay for up to 26 weeks.

If You Become Disabled Again

The following chart outlines how benefits are paid if you become disabled again, whether due to the same or a different cause as your previous disability.

If Your Return to Work Between Disabilities Lasts:	Your Short-Term Disability Benefits Resume on:	Your Benefits Are Based on Your Rate of Pay on:	In Determining the Amount of Benefits (90% or 70% Pay):
Fewer than two weeks	The first day of your subsequent absence due to disability.	The first day of your subsequent absence due to disability.	The previous absence will be counted.
At least two weeks, but fewer than 13 weeks	The eighth consecutive calendar day of your subsequent absence due to disability.	The first day of your subsequent absence due to disability.	The previous absence will be counted.
At least 13 weeks	The eighth consecutive calendar day of your subsequent absence due to disability.	The first day of your subsequent absence due to disability.	The previous absence will not be counted. You will be eligible for another 26 weeks of 90% pay or 70% pay.

If you return to work for less than 13 weeks between disabilities, the benefits paid during your previous absence will be counted when determining the amount of 90% or 70% pay you will receive during your next period of absence.

For example, if you had less than 15 years of **net credited service** and collected benefits for six weeks during your first disability, and were actively at work for more than two but fewer than 13 weeks between disabilities, you would then be eligible for up to two additional weeks of 90% pay and 18 weeks of 70% pay for your second disability.

If You Remain Disabled After Your Benefits Expire

If you continue to be disabled after you have received 26 weeks of short-term disability benefits, you *may* be eligible for benefits under The Avaya Inc. Long-Term Disability Plan for Salaried Employees.

In addition, if you have at least 15 years of **net credited service**, you *may* also be eligible to receive a disability pension under The Avaya Inc. Pension Plan for Salaried Employees and The Avaya Inc. Pension Plan.

Requirements for Benefit Payment

To qualify for payment of short-term disability benefits, you must:

- Report the disability to your supervisor on your first day of absence. Benefits are not payable for disability absences that are not reported within 60 days,
- Place yourself under a recognized health care provider's care and follow the recommended treatment,
- Provide information from your recognized health care provider, satisfactory to the **Claims Administrator** (see "Important Contacts"), certifying your disability, including the nature and frequency of your treatment,
- Have a medical examination by a recognized health care provider designated by the **Claims Administrator** (see "Important Contacts") and/or provide any additional information when requested, and
- Contact the **Claims Administrator** (see "Important Contacts") to obtain written permission if you intend to leave home during your disability. You must also receive your recognized health care provider's approval before leaving home. To receive benefit payments during your time away from home, you must continue to furnish satisfactory proof of your disability.

The **Claims Administrator** (see "Important Contacts") will supply all the forms you need to complete for short-term disability benefits.

If you become **totally disabled** because of a work-related accident, you may be eligible for state Workers' Compensation payments in addition to the STD Plan benefits. The **Claims Administrator** (see "Important Contacts") will supply all the forms you need to complete in order to apply for Workers' Compensation.

MISCELLANEOUS COVERAGE INFORMATION

Benefit Limits

There are benefit limits under the STD Plan. For example, if you receive short-term disability benefits under the law from another source (e.g., Workers' Compensation or state disability benefit laws) similar to those provided under the STD Plan, the amount you receive from Avaya Inc. is reduced by the amounts you receive from those other sources. However, short-term disability benefit payments are not reduced for disability benefits you receive for military service or under Social Security.

Disability benefits may not be payable under the STD Plan if you make a claim or bring a suit for damages on account of injury (other than a claim or suit based on discrimination or any right protected by statute), outside the provisions of the STD Plan, against Avaya Inc. or any other Company with which arrangements have been made for an interchange of benefit obligations.

Social Security

Social Security may also provide disability benefits to employees who qualify. Social Security benefits are paid in addition to benefits paid under the STD Plan.

In order to receive Social Security benefits, you must apply for them. For more information, contact your local Social Security office. You can find the address in the telephone book under United States Government.

EMPLOYMENT-RELATED EVENTS AFFECTING COVERAGE

As an **eligible employee**, your coverage under the STD Plan will end if certain events occur.

If You Change Your Employment Status

If your employment status changes from salaried to represented, it will affect your eligibility for Plan benefits as follows:

- Coverage under the STD Plan will end on the date of your termination.
- Your status change to a represented position will make you eligible to participate in The Avaya Inc. Sickness and Accident Disability Benefit Plan.

If Your Employment Terminates

Your coverage under the STD Plan ends on the date of your termination.

If You Retire

Your coverage under the STD Plan ends on the date of your retirement.

If You Are Laid Off

Your coverage under the STD Plan ends on the date you are laid off.

If You Leave the Company and Are Rehired

If you leave the Company and then return after a break in service, your coverage will resume in accordance with the service bridging rules of The Avaya Inc. Pension Plan for Salaried Employees and The Avaya Inc. Pension Plan (see "Who is Eligible").

If You Transfer

If you transfer to another **Participating Company**, it will not affect your participation in the STD Plan. If you transfer to a non-Participating Company, you will no longer have coverage under the STD Plan.

If You Take an Approved Leave of Absence

If you take an approved leave of absence under the Family and Medical Leave Act of 1993, as amended, Avaya will comply with this legislation.

Certified disabilities will run concurrent with the Family and Medical Leave Act as long as you are eligible.

IMPORTANT CONTACTS

Following is a list of contacts and resources, including specific responsibilities for each.

Contact / Service Provided	Address / Telephone Number
<p>Avaya Health and Benefits Decision Center: Contact for questions concerning enrollment.</p>	<p><i>Telephone number:</i> 1-800-526-8056 (option 3); TDD: 1-800-952-0450</p> <p>Web site: www.AvayaHealthyDecisions.com</p>
<p>Benefit Claim and Appeal Committee Final authority to approve or deny claims.</p>	<p>Avaya Benefit Claim and Appeal Committee 1300 W. 120th Ave. Room B1-G51 Westminster, CO 80234</p>
<p>Claims Administrator: Contact for any eligibility questions. Also, approves or denies claims.</p>	<p>SHPS administers the Plan on behalf of Avaya Inc.</p> <p>SHPS 11405 Bluegrass Parkway Louisville, KY 40299</p> <p><i>Telephone Number:</i> 1-800-526-8056 (option 3) TDD: 1-800-952-0450</p> <p>Web site: www.AvayaHealthyDecisions.com</p>
<p>Plan Administrator: Contact for all legal actions, except for legal actions regarding a claim for benefits. Legal actions regarding a claim for benefits should be directed to the Claims Administrator at the above address.</p>	<p>Avaya Inc. STD Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920</p> <p>E-mail: hwplanadmin@avaya.com</p>

OTHER IMPORTANT INFORMATION

This section contains administrative information about the STD Plan and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Claim Procedures

Participants, their beneficiaries (if applicable) or any individual duly authorized by them have the right under ERISA and the STD Plan to file a written claim for benefits with the **Claims Administrator** or Benefit Claim and Appeal Committee (see “Important Contacts”), as the case may be.

The Benefit Claim and Appeal Committee (see “Important Contacts”) has the final authority to decide whether you are eligible to participate in the STD plan and the amount and extent of benefits that are payable to you.

You (or another person) cannot challenge a claim decision in court until the following claim and appeal procedures have been complied with and exhausted.

Claim Processing

When the disability benefit is provided or denied, you will receive a notice explaining how the coverage level was calculated or why benefits have been denied. This notice will be provided within 45 days after the **Claims Administrator** (see “Important Contacts”) receives the claim.

If the **Claims Administrator** (see “Important Contacts”) needs more than 45 days to make a decision, a representative will notify you in writing within the initial 45-day period and explain why more time is required. An additional 30 days (for a total of 75 days) may be taken if the **Claims Administrator** sends this notice. The extension notice will explain the standards for eligibility for benefits, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The extension notice will also include the date by which the **Claims Administrator’s** decision will be sent.

If the **Claims Administrator** (see “Important Contacts”) needs additional time beyond the first 30-day extension to make a decision, a representative will notify you in writing prior to the end of the first 30-day extension and explain why more time is required. An additional 30 days (for a total of 105 days from receipt of the claim) may be taken if the **Claims Administrator** sends this notice. The extension notice will explain the standards for eligibility for benefits, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. The extension notice will also include the date by which the **Claims Administrator’s** decision will be sent.

Appeal Procedures

After the **Claims Administrator** (see “Important Contacts”) denies your claim, you, your dependent, or your authorized representative may request a full review by the Benefit Claim and Appeal Committee (see “Important Contacts”) if you disagree with the denial. You, your dependents, or your authorized representative must submit a written request for review within 180 days of the date of the denial notice. In connection with your appeal, you (or your authorized representative) may request relevant documents and submit issues and comments in writing.

The relevant documents that must be made available to you include documents, records and other information that:

- Were relied on in deciding your benefit claim;
- Were submitted, considered or generated in the course of deciding your benefit claim; or
- Demonstrate that the decision complied with the STD Plan’s administrative procedures or safeguards.

All appeals should be sent certified mail to the Benefit Claim and Appeal Committee (see “Important Contacts”).

Your appeal will be reviewed.

After a decision by the Benefit Claim and Appeal Committee is made concerning your appeal, you will be notified of the findings and decision in writing. This notice will be provided no later than 45 days after receiving the claim.

If special circumstances cause the Benefit Claim and Appeal Committee (see “Important Contacts”) to need more than 45 days to make a decision, a representative will notify you in writing within the initial 45-day period and explain why more time is required. An additional 45 days (for a total of 90 days) may be taken if the Benefit Claim and Appeal Committee sends this notice.

This decision is final and is not subject to further internal review.

Claims Decision Notices

The notice given to you concerning the decision on either your initial claim or your appeal will include:

- The specific reason or reasons for the decision;

- The specific STD Plan provisions upon which the benefit decision is based;
- A statement that you are entitled to receive upon request (and free of charge) reasonable access to, and copies of, all document, records and other information relevant to your claim;
- A description of any additional material or information that is necessary for you to complete your claim and an explanation of why such material or information is necessary;
- If an internal rule, guideline, protocol or similar criterion was relied on in making the decision, either a copy of that document or a statement that such a document was relied upon and that a copy will be furnished (free of charge) upon request;
- If the decision is based on a medical limit (for example, a decision that the proposed service is not medically necessary or that it is experimental), either an explanation of the scientific or clinical judgment for the decision (applying the STD Plan's terms to your medical circumstances), or a statement that such an explanation will be provided free of charge upon request;
- For an initial claim, a description of the appeal procedures; and
- A statement that the claimant has the right to bring a civil action under ERISA Section 502(a) following a denial upon appeal.

Your Rights Under ERISA

It is Avaya Inc.'s policy to provide meaningful benefits -- above and beyond your paycheck. Part of this additional protection is provided through the STD Plan. You are entitled to certain rights and protection under ERISA. These rights are described in this section.

Right to Receive Information About the Plan and Its Benefits

It is your right to know about your benefits. Therefore, in addition to this SPD of your benefits under the STD Plan, you will have the opportunity to obtain a summary of the STD Plan's annual financial report. You also may examine all STD Plan documents governing the STD Plan and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor. These documents are available for you to examine without charge in the Plan Administrator's office (see "Important Contacts").

You can receive a copy of any of these documents, for a reasonable charge, by making a written request to the Plan Administrator.

Prudent Action by Plan Fiduciaries

You also have the right to expect the fiduciaries -- the people responsible for the operation of the STD Plan -- to act prudently and in the best interest of those who participate as a whole. The STD Plan's fiduciaries must act in the best interest of all STD Plan participants.

No one, including the Company may dismiss you or discriminate against you to prevent you from obtaining benefits or exercising any of your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of plan documents or the latest annual report (Form 5500 Series) from the Plan Administrator (see "Important Contacts") and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials -- unless the materials were not sent for reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits that is denied or ignored -- in whole or in part -- after going through the appeals procedures, you may file suit in a state or federal court.
- If it should happen that the STD Plan fiduciaries misuse the STD Plan's money, or if you are discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court.
- If you file suit against the STD Plan, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees -- if, for example, it finds your claim is frivolous.

If You Have Questions

For answers to questions about the STD Plan, contact the **Claims Administrator** or Plan Administrator (see "Important Contacts"). If you have any questions about this statement of your rights, or about your rights under ERISA, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA), listed in your telephone directory; or contact the Division of Technical Assistance and Inquiries, U.S. Department of Labor, EBSA, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA or visit the EBSA Web site at www.dol.gov/ebsa.

(Addresses and phone numbers of Regional and District EBSA Offices are available through the EBSA Web site.)

Plan Funding and Payment of Benefits

Benefits provided by the STD Plan including the cost of administration are unfunded and are paid directly by the Company.

Benefits Cannot Be Assigned

Assignment or alienation of any benefits provided by the STD Plan will not be permitted or recognized, except as otherwise required by applicable law. This means that benefits provided under the STD Plan are not subject to sale, assignment, anticipation, alienation, attachment, garnishment, levy, execution or any other form of transfer. Generally, state and local laws will not be recognized unless permitted by or under applicable federal law, such as ERISA.

Plan May Be Amended or Terminated

The Company expects to continue the STD Plan, but reserves the right to amend or terminate the STD Plan at any time by the resolution of the Board of Directors or a properly authorized designee. In addition, the Company doesn't guarantee the continuation of any short-term disability benefits during employment, nor does it guarantee any specific level of benefits or contributions.

Plan Administrator

The Plan Administrator has the full discretionary authority and power to control and manage all aspects of the STD Plan, to determine eligibility for STD Plan benefits, to interpret and construe the terms and provisions of the STD Plan, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the STD Plan as they may deem appropriate in accordance with the terms of the STD Plan and all applicable laws.

Plan Sponsor

The Plan Sponsor may allocate or delegate its responsibilities for the administration of the STD Plan to others and employ others to carry out or render advice with respect to its responsibilities under the STD Plan, including discretionary authority to interpret and construe the terms of the STD Plan, to direct disbursements, and to determine eligibility for STD Plan benefits.

ADMINISTRATIVE INFORMATION

Plan Name	The official Plan Name is The Avaya Inc. Short-Term Disability Plan for Salaried Employees which is part of The Avaya Inc. Health & Welfare Benefits Plan for Salaried Employees.
Plan Sponsor	The Plan Sponsor is Avaya Inc.
Type of Administration	The Plan is administered on behalf of Avaya Inc. by SHPS.
Plan Administrator	The Plan Administrator is: Avaya Inc. STD Plan Administrator 211 Mount Airy Road Basking Ridge, NJ 07920 E-mail: hwplanadmin@avaya.com
Claims Administrator	The Claims Administrator is: SHPS 11405 Bluegrass Parkway Louisville, KY 40299 Telephone Number 1-800-526-8056 (option 3)
Agent for Service of Legal Process	Legal actions regarding a claim for benefits should be sent to the Claims Administrator . All other legal actions should be sent to the Plan Administrator.
Plan Records and Plan Year	The Plan and all its records are maintained on a calendar year basis, beginning on January 1st and ending on December 31st of each year.
Type of Plan	The STD Plan is considered a "health & welfare plan" under the Employee Retirement Income Security Act of 1974, as amended (ERISA).
Plan Number	The Plan Number is 550.
Employer Identification Number	The Employer Identification Number is 22-3713430.