



Partner Community Council Confidentiality Agreement

As a member of the Partner Community Council ("PCC"), I understand that in the course of my participation in the activities of this organization, Avaya Inc. or an Avaya affiliate ("Avaya") may disclose information it deems proprietary and/or confidential to PCC members. Therefore, I understand and agree:

1. Any discussion or documentation, including, but not limited to disclosures about Avaya's product and service plans, technical information and documentation, and any other ideas, concepts or information presented by Avaya that it identifies verbally or in writing as proprietary or confidential shall be considered as Avaya's or its supplier's confidential and/or trade secret information ("Confidential Information").
2. I shall not disclose Confidential Information to any third party outside PCC or my company without Avaya's prior written consent until after the Confidential Information has become public information without breach of any obligations of confidentiality or of this Confidentiality Agreement.
3. I shall share such Confidential Information only with colleagues within my company with a need to know and who understand and agree to be bound by the non-disclosure requirements herein.
4. The obligations herein shall survive the termination of my participation in PCC or separation from my employer.
5. If my employer has an agreement with Avaya which includes non-disclosure terms and conditions, ("Prior Agreement"), the terms and conditions of the Prior Agreement will apply to the Confidential Information. In the case of a conflict between the Prior Agreement and this Confidentiality Statement, the Prior Agreement will prevail.

(COMPANY NAME)

(Signature)

(Print Name & Title)

(Date Signed)