

Mitel Technology Network Program Terms and Conditions (“Program Terms”)

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS THAT GOVERN PARTICIPATION IN THE MITEL TECHNOLOGY NETWORK PROGRAM.

The Mitel Technology Network Program (the “Program”) is made available to third parties to create products and services that complement and integrate and/or interoperate with Mitel’s products and services to be beneficial for Mitel, Mitel customers and the Program members.

This is a legal agreement. Participation in the Program is conditional upon member’s compliance with these Program Terms. By providing member information on the Program Application Webpage and by subsequently accessing the materials and resources made available via the Program website or Mitel Networks Corporation (hereinafter referred to as “Mitel”) you agree to be bound by the below terms and conditions either as an individual or for and on behalf of the legal entity you represent (“hereinafter referred to as “Member”) and represent to Mitel that you are fully authorized to enter into these Program Terms and comply with the Program obligations on behalf of the respective legal entity.

If you do not agree to be bound by the Program Terms, do not submit member information and do not access the website or other Mitel Services and you will not become a member of the Program.

1. Definitions

- 1.1. "Confidential Information" means all information, including without limitation all technical, financial, scientific, business and market related information and product specifications, provided by the disclosing Party by any means, whether it is verbal, written, graphic, electronic, or other, and is independent of the medium of communication, and which is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties using reasonable business judgment to be confidential. In addition, in the case of Mitel, the Program and Website, the MTN Products and Services, other Mitel products, services, and technology, and the business or management of Mitel, its clients, its affiliates, or its licensors shall be deemed the "Confidential Information" of Mitel.
- 1.2. "Developed Technology" means any application, product, service or other technology developed by Member that integrates, embeds or executes Runtime Software.
- 1.3. "Documentation" means Mitel printed or electronic documentation that accompanies the Software.
- 1.4. "End User" means a licensee of the Developed Technology.
- 1.5. "Member Product(s)" means those applications, products, services or other technologies developed by Member that complement and/or enhance Mitel technologies, or interoperate with Mitel technologies, and which may incorporate Developed Technology.
- 1.6. "MTN Product(s)" means the products which may include Documentation, Software and Web Services, made available by Mitel on the Website as applicable, according to Member's membership level.
- 1.7. "MTN Services" or "Services" means the MTN services described on the Website.
- 1.8. "Parties" mean Mitel and Member; "Party" means either of them.
- 1.9. "Runtime Software" means the object code which is created and configured from the Software, and which is embedded or integrated within a Developed Technology or executed by Developed Technology.
- 1.10. "Software" means any Mitel proprietary software and/or firmware and any updates or upgrades thereto that may be provided to Member by Mitel hereunder, in Mitel's sole discretion, which, subject to the specific licenses granted by Mitel may be used by Member: (i) in the creation of Member Products; or (ii) to create and configure Runtime Software.
- 1.11. "Specifications" means the functionality, operating characteristics and performance criteria of the Software as set out in the Documentation.
- 1.12. "Web Services" mean those Mitel interface specifications detailed on the Website and licensed by Mitel to Member hereunder to allow Member to develop the Member Products in such a way as to interoperate with Mitel products and platforms.

2. Program

- 2.1. The Program is made available to Member to use the MTN Products to complement Member's Products with the Mitel product portfolio. Participation in the Mitel Technology Network and its certification program is subject to Mitel's acceptance of the required Partner registration and the Member's acceptance of the Mitel MTN Terms and Conditions.
- 2.2. The Program offers three (3) levels of membership which are based on Member's desired level of partner engagement, portfolio requirements and business priority. The three levels are MTN Standard Partner, MTN Enhanced Partner and MTN Premier Partner. Member is entitled to the specific rights and benefits associated to their assigned level. Details on the different levels and included services can be found on the Mitel Website.
- 2.3. Membership in the MTN Enhanced Partner or MTN Premier Partner levels requires Mitel's promotion and an additional written agreement or amendment between the Member and Mitel. In this case, the provisions of the individual contract agreement shall apply accordingly. All other rules and regulations of these Program Terms shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the written agreement and these Program Terms the terms of the written agreement shall prevail.
- 2.4. Mitel will make available to Member the MTN Products and Services generally offered to MTN members at Member's level, to enable Member to create Developed Technology, develop Member Product(s), and/or modify Member Products to interoperate with Mitel's products and platforms. Mitel will make available to Member any updates and upgrades to the MTN Products which it makes generally available to MTN members at a similar MTN membership level.

3. General

- 3.1. **Independent Contractors:** The Parties are independent contractors. These Program Terms do not create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties. Nothing contained in these Program Terms or on the Website shall be construed as an obligation or undertaking on the part of Mitel to enter into a business relationship with Member regarding the Developed Technology or otherwise.
- 3.2. **Publicity:** Each party agrees not to make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of these Program Terms, or joint initiatives without the prior written consent of the other Party.

- 3.3. **Trademarks:** Mitel and the Mitel logo are trademarks or service marks of Mitel. Nothing on the Website may be interpreted so as to grant to Member, directly or indirectly, the use of a registered or unregistered trademarks or service marks reproduced on the Website, whether belonging to Mitel or third parties, without the written permission of Mitel. To the extent Mitel grants permission for Member's use of Mitel trademarks, Member shall use such trademarks only as instructed by Mitel and in accordance with Mitel's corporate style guide. Upon termination of these Program Terms, MTN Member will cease any and all use of the Mitel name and any other trademarks to which Mitel or its affiliated entities hold rights.
- 3.4. **Assignment:** Member shall not assign its rights or delegate or subcontract its obligations under these Program Terms in whole or in part without Mitel's prior written consent, which will not be unreasonably withheld.
- 3.5. **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations resulting from causes beyond its reasonable control; provided, however, that if the Party's inability to perform continues for a period exceeding 4 weeks, the other Party shall be entitled to terminate participation in the Program upon written notice.
- 3.6. **Severability:** In the event a provision contained herein is for any reason held to be unenforceable, such unenforceability shall not affect the validity of any other provision of these Program Terms, and these Program Terms shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.
- 3.7. **Applicable Law:** For members located in the US, these Program Terms shall be governed by the laws of the State of Arizona in the United States of America. For members located in Canada, these Program Terms shall be governed by the laws of the Province of Ontario, Canada. For members located in Germany, these Program Terms shall be governed by the laws of Munich, Germany. The application of the United Nations Convention on the International Sale of Goods of 11 April 1980 is excluded. For all other members, these Program Terms shall be governed by the laws of England.
- 3.8. **Entire Agreement:** These Program Terms express the entire agreement of the parties and supersede any prior Mitel Solution Alliance ("MSA") or Unify Technology Partner Program ("TPP") agreement or negotiation between the parties. There is no other understanding, agreement or representation that in any way limits, extends, defines or relates to these Program Terms. Any terms or conditions of a Member's purchase order or other document that purports to add, delete or otherwise amend these Program Terms shall be null and void.
- 3.9. **Amendment:** These Program Terms shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to Mitel elsewhere in these Program Terms.
- 3.10. **Notices:** All notices and communications between Member and Mitel pertaining to these Program Terms shall be addressed to such Party or as may be communicated by e-mail to the other party. Mitel may, in its discretion, also opt to provide notice to Member via the Website.
- 3.11. **Waiver:** Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under these Program Terms only by execution of a writing expressly waiving such right. Survival - The covenants contained in these Program Terms that, by their terms, require or contemplate performance by the parties after the expiration or termination of these Program Terms shall be enforceable notwithstanding said expiration or termination.

4. Payment terms and conditions

- 4.1. Registration in the MTN Standard Partner level is free. Registration in the MTN Enhanced Partner and/or MTN Premier Partner level is set out on the Website.
- 4.2. Pricing for MTN Products and Services, that are not covered by the respective Program membership level, and any updates or upgrades thereto, shall be at Mitel's standard prices less any applicable discounts. Upon request, a quote shall be produced by the Program admin for those services and products.
- 4.3. Any applicable VAT and/or other state-required levies shall also be charged to Member. Fees are non-refundable.
- 4.4. Mitel reserves the right to revise the Program, Product and Service fees at any time. Any such change will be effective upon Member's subsequent annual renewal or at the time of booking.
- 4.5. Payment is due within thirty (30) days of the invoice date without any deduction.

5. Website

- 5.1. Upon admittance into the Program and subject to the Program Terms, Mitel will issue a unique MTN password to authorized Member employees which will enable authorized Member employees to access password protected areas of the Website, to the extent Member elects to (i) obtain the MTN Products and Services, (ii) post content on the Website, and/or (iii) obtain content posted by Mitel and other MTN members participating in the Program. Member's access to and use of the Website by authorized Member employees is subject to Member's compliance with these Program Terms. Member agrees to treat its MTN password as Mitel confidential information, and not to disclose its password to any third party. Member shall be solely liable for any unauthorized use or misuse of any Member password and agrees to promptly notify Mitel of any unauthorized use or other breach of security that becomes known to Member.
- 5.2. Access to the Website is authorized only to Member for the purposes of their participation in the Program in

accordance with these Program Terms. Use for any other purpose is expressly prohibited. Member agrees not to use the Website for any unlawful or improper purpose. Member agrees not to post on the Website any obscene, pornographic or hate material or any material that promotes, advocates or tolerates obscenity, pornography or hate. Member agrees not to post on the Website any material which constitutes defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, infringement of intellectual property, unfair competition or any other material that could result in civil or criminal liability. Mitel reserves the right to audit, edit, intercept and/or delete content posted by Member which Mitel, in its absolute discretion, considers to be inappropriate and/or inconsistent with the purposes of the Website or the Program.

- 5.3. Communication through, and/or the posting of information on, the Website by Member is optional and at Member's discretion. Member acknowledges that Mitel may collect both personally identifying Member information, including Member's name and address, and non-personally identifying information, including browsers used, URLs of sites visited, search terms and IP (Internet Protocol) addresses. Member agrees that Mitel and its affiliates shall be free to use such information, communications and materials for any internal purposes including ordering, technical support, on-line surveys, promotional activities, marketing, and trend analysis, as well as gathering information regarding Member's country of origin, domains, product use, computer equipment, operating systems, and related data. Mitel respects the privacy of MTN members and will not sell, trade or rent Member's personally identifying information to any unrelated third party without Member's consent, and will not otherwise disclose such personally identifying information (i) unless required to do so under law or pursuant to a court or regulatory order, or (ii) to a third party who requires the information for the purpose of providing services to Mitel or its affiliates. Member should address any concerns regarding the privacy of Member information to Mitel.
- 5.4. Mitel reserves the right to add, delete or modify the contents of the Website or stop making the Website available, at any time, without notice. Materials which are contained on the Website and/or which are made available to Member by Mitel in conjunction with Member's participation in the Program are and shall remain the exclusive copyrighted property of Mitel. Except as expressly authorized by Mitel in writing, Member agrees not to copy, modify, distribute, reproduce or transmit any such materials. For greater certainty, use for any public or commercial purposes without Mitel's prior written consent is expressly prohibited.
- 5.5. MITEL EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO MEMBER'S USE OF THE WEBSITE, INCLUDING ANY WARRANTY OR REPRESENTATION REGARDING PRIVACY. MEMBER AGREES THAT ALL COMMUNICATIONS TRANSMITTED THROUGH THE WEBSITE WILL BE TREATED BY MITEL AS NON-CONFIDENTIAL AND NON-PROPRIETARY. UNDER NO CIRCUMSTANCES WILL MITEL BE LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING LOSS OR DAMAGE RESULTING FROM INFECTION BY VIRUSES, BUGS, WORMS OR SIMILAR PROGRAMS) TO MEMBER'S DATA OR EQUIPMENT, WHICH RESULTS FROM MEMBER'S ACCESS TO OR USE OF THE WEBSITE, OR ANY MATERIALS OBTAINED BY MEMBER FROM THE WEBSITE.

6. Member Content

- 6.1. Member is solely responsible for all content and information delivered (directly or indirectly) by Member to or through the Website. Mitel accepts no responsibility for any content or information posted by Member or other users, does not guarantee or warrant any such content or information, and does not undertake to update such information.
- 6.2. Member warrants that all materials and content uploaded or provided by Member for use on the Website do not infringe any third-party copyright, trademark, any other intellectual property rights or any applicable law and that Member has all rights to upload or provide them for use on the Website. Member warrants that its use of the Website will be for lawful purposes only in accordance with these Program Terms and further, Member will indemnify Mitel against all claims, losses, liabilities, costs, damages, and expenses incurred by Mitel due to any breach by Member of these Program Terms.
- 6.3. Mitel may from time to time publish information about the Program and its members, including, without limitation, a listing of members and/or member products, featuring products and services that are complementary to Mitel technology. Member acknowledges and agrees that (i) Mitel may, in its sole discretion, include Member and/or Member Products in the member listings and (ii) inclusion of Member and/or Member Products in the member listings does not in any way constitute endorsement of, or liability for, Member Products or the sale or use thereof, by Mitel.

7. Confidentially

- 7.1. Member agrees to use the Confidential Information of Mitel only for the purpose of creating Developed Technology and/or developing Member Product(s) or as otherwise necessary to give effect to Member's rights and obligations under these Program Terms.
- 7.2. Neither Party shall disclose to any third party any Confidential Information held by the other Party that may be identified as confidential or proprietary at the time of its disclosure and that, if disclosed orally, was confirmed as confidential by the disclosing Party immediately after its disclosure, without the other Party's prior written consent, and only then to the extent granted under such consent.
- 7.3. Each Party shall protect the Confidential Information of the other Party using at least the same degree of care as it uses to protect its own Confidential Information, but not less than a reasonable degree of care.
- 7.4. Without limiting the generality of the foregoing, either Party will only disclose Confidential Information of the other

Party to those of its employees having a “need to know” for the purposes of these Program Terms and shall not furnish to any third-parties the Confidential Information of the disclosing Party without the express prior written consent of the disclosing Party.

- 7.5. In any event, the Confidential Information of each Party, and all copies thereof, shall remain the sole property of each Party. Upon request from the disclosing Party, the receiving Party shall immediately return the disclosing Party’s Confidential Information including any copies, or immediately destroy such Confidential Information and any copies and certify as to the destruction to the requesting Party.
- 7.6. The restrictions on the disclosure of Confidential Information described herein do not extend to information that: (i) is publicly known at the time of disclosure; (ii) was lawfully received by the receiving Party via a third party who, in turn, is not bound by a confidentiality relationship with the disclosing Party; (iii) has been published by the disclosing Party or otherwise made available to the public; or (iv) was independently generated or developed prior to receipt by the disclosing Party.
- 7.7. If the recipient of information is required by a court order to disclose such information, the receiving Party shall promptly inform the other Party, unless prohibited to do so by applicable law or the respective court, about the proceedings so that the discloser of such information has a reasonable opportunity to obtain a protective order.
- 7.8. The legal counsel for either Party may retain a single copy of the other Party’s Confidential Information for archival purposes only. The Parties agree and acknowledge that money damages may not be a sufficient remedy for a breach of the obligations with respect to confidentiality as described in this Section.
- 7.9. Accordingly, the Parties agree that either Party may seek specific performance or injunctive relief in addition to other remedies available at law or in equity as a remedy for any breach or threatened breach by the other Party of the obligations imposed by this Section.

8. Member’s Obligations

- 8.1. Member’s use of the MTN Products and Services and any other materials and information provided by Mitel shall be governed by these Program Terms and Member agrees to use such solely for the purpose of creating the Developed Technology and/or Member Products, and for no other purpose.
- 8.2. Member acknowledges that it is solely liable for the design, development, manufacture, quality, integrity, license, sale, distribution and warranty of any Developed Technology or Member Product, and for any information or technology provided by it, including any content that is posted on the Website by Member or through the use of Member’s password.

9. Term and Termination

- 9.1. Unless terminated as set out herein, the Program Terms shall be effective as of Member’s electronic acceptance of such and continue for a period of two (2) years from such date and shall thereafter automatically renew for consecutive two (2) years terms at a time on Member’s confirmation of re-acceptance of the Program Terms and Member updates company and employee information on file.
- 9.2. Mitel has the right to suspend or terminate Member’s account, and/or Member’s right to use the Website without notice to Member in the event of: (i) any breach of these Program Terms; (ii) any activity which in Mitel’s opinion is in violation of any applicable law; or (iii) any activity that adversely impacts the performance of the Website, the provision of services to other users, or the rights of third parties. If Member’s access to the Website has been suspended or terminated, re-entry to the Program and re-access to the Website shall be at Mitel’s sole discretion.
- 9.3. Either Party may terminate these Program Terms, at any time, for convenience by giving the other Party not less than ten (10) days prior written notice. In the event of termination for convenience by Mitel, Member shall be entitled to receive a refund of any unapplied portion of Member’s annual fee, if any. There shall be no refund of any fees previously paid by Member to Mitel in the event Member terminates their participation in the Program.
- 9.4. If, following a termination Member wishes to re-join the Program, Member may be required to complete the registration process again.
- 9.5. Either Party may terminate these Program Terms for cause without notice. “Cause” shall be deemed to include any material breach by either Party of any of the Program Terms which are not rectified within 15 days of receiving notice from the other Party of the breach; a procedure initiated against a party for settlement or bankruptcy proceedings; material changes in Member’s legal status or ownership structure. Cause includes any act by Member which Mitel acting reasonably considers to be adverse in interest to Mitel. Termination shall be in addition to, and not in lieu of, any rights or remedies which Mitel, its directors, officers and employees may have at law or in equity.
- 9.6. Effective upon the date of termination, Member’s participation in the Program shall cease and Member’s rights and licenses to use the Website, MTN Products and Services and Software upgrades shall terminate. In this event the Member shall promptly return or destroy all copies of the Software and Documentation provided by Mitel hereunder, destroy all additional copies, and confirm in writing that such actions have been performed.

10. Verification, Testing and Certification

- 10.1. Members are eligible to participate in Mitel’s Interop Certification Program which aims to
 - Validate interoperability and all integration points between the Mitel platform and the Member’s product or service;

- Maximize the quality and reliability of integrated products/solutions/services, and minimize Member and Mitel support burden;
 - Encourage customer confidence in 3rd party offerings, and guide customers toward selection of Mitel-certified solutions.
- 10.2. The program offers various test and certification options, depending on the type of interface used and the test depth. After successful completion of the certification, Mitel may provide logo of Mitel Qualified Certified ("MQC"), Mitel Compatible Certified ("MCC") or Mitel Embedded Certified ("MEC"). Details on the different certification levels can be found on the Mitel website.
 - 10.3. An Interop Certification test will not replace the functional tests of the Member's product. Instead, the Member will be responsible for subjecting its product or its application to an appropriate test procedure in a suitable environment before ordering a certification. Products specified for certification must be in good working order and generally available (no Beta versions).
 - 10.4. Mitel certifications for specific projects or in general are subject to a fee. Unless otherwise agreed, any costs incurred for a certification shall be borne by the Member.
 - 10.5. To order a fee-based certification, Members must submit a request to Mitel with sufficient documentation and description of the to be certified 3rd party product, so Mitel will provide and offer for certification inclusive of costs and timeline of each party's responsibilities.
 - 10.6. Upon the certification has been completed, Mitel will issue the Member with a detailed test report which confirms the interoperability between the 3rd party product or application and the parts from the Mitel portfolio specified.
 - 10.7. Certifications are valid for the documented Mitel Major N-0 releases and all subsequent Mitel point releases or service packs, whereby the Mitel point release and version of the third-party products must be equal to or higher than the version specified in the corresponding test report.
 - 10.8. Certified Member products will be added to the supported 3rd party product list for specific projects or in general. Member and Mitel are committed to support the customer with certified integrations if they comply with the current or Mitel Major N-1 release.
 - 10.9. Mitel reserves the right to publish the certification summary on the public Mitel website. This includes listings of all Mitel certified solutions and related company information and comparable data that may have been released in advance for Mitel internal use as part of another membership agreement [e.g. Mitel Solution Alliance (MSA) or Unify Technology Partner Program (TPP)].
 - 10.10. Member agrees that Mitel may list provided Member and/or Member Products on Mitel's website or other promotional materials in the event Member Products have achieved acceptance.
 - 10.11. Member consents to Mitel posting or publishing detailed certification content (including the Mitel Configuration Guides identified by number in the overview of supported 3rd party products), without requiring any further approval from Member on the Mitel website, which is accessible to all Mitel internal and channel pre- and post-sales and support teams, seeking information on existing Mitel certified solutions. If required, this authorization also includes test reports that may have been released in advance for internal use as part of MSA or TPP programs.
 - 10.12. Mitel is also allowed to use the corresponding certification documentation for the Mitel Knowledge Management and required support activities.
 - 10.13. Member is required to describe its company and certified products to Mitel Marketing for publishing. Mitel reserves the right to remove Member references for those Members who are no longer active under the Program. If the Member with existing Mitel Major N-2 certification does not re-certify, tenure in the Apps Gallery may be removed but Member may continue to take part in the Program. Member is expected to have at least one of its products/solutions certified for connection to a current version of a Mitel system every two (2) years to preserve visibility.
 - 10.14. It is the sole responsibility of Member to re-test with each subsequent release or update of the applicable Member product and/or Mitel Product and to keep associated certification status up to date.
 - 10.15. Publishing of project or country specific tested products and applications may be handled differently from the aforementioned general terms e.g. such project-specific provisions may be documented separately and therefore replace or supplement any conflicting provisions in these Program Terms.
 - 10.16. Mitel reserves the right to reject certification applications. Mitel also retains sole responsibility for determining how and where it will publish Mitel's Interop Certifications.

(N-x= N means current Software Major release of the Product in Scope)

11. Technical Partner Support

- 11.1. Subject to Member's compliance with the Program Terms, technical support in English will be provided by Mitel in accordance with Member's membership level.
- 11.2. Member with an active support contract and a positive balance of support credits are authorized to open tickets using the web ticketing based MTN Support process (i.e., "Tech Central Tracker" or "ServiceNow"). The Member is eligible to purchase MTN Developer Support Credits ("DSC") at special rates as required or as an integral part of a fee-based product certification.

- 11.3. Member may only open support tickets with MTN Support for assistance with its own integrated and interoperable products and solutions, i.e. for which an active Mitel Qualified ("MQC"), Mitel Compatible ("MCC") or Mitel Embedded ("MEC") certification is already requested or archived. In the absence of an active Mitel certification or an active MTN membership, no interop support to the 3rd party vendor is available. In this case the support is restricted to lab system support for setup /installation/ configuration/ administration/ upgrades of possible MTN sourced lab systems.
- 11.4. Mitel Product Support will accept opening a support ticket when a Reseller/Customer is experiencing an issue with Mitel's Platforms/Applications where a 3rd party solution with a valid certification is involved. However, Mitel product support does not support the 3rd party product or solution product.
- 11.5. MTN Support Credits ("DSCs") expire one calendar year from the date of purchase if they were simply purchased in a DSC bundle, as part of a certification or through the purchase of a lab gear order. Unless otherwise agreed in writing, the term of MTN membership is automatically extended by a further one year from the date of commissioning new MTN Developer Support Credits ("DSCs"), provided that the remaining term of the MTN membership contract is less than one year.
- 11.6. MTN Developer Support Credits ("DSCs") corresponds to one developer support ticket (incident) opened with MTN Support by the Program Member. A single DSC is consumed to address a communication, or a series of communications, between Mitel and the Member to resolve a singular developer support request made to MTN Support via the Tech Central Tracker or ServiceNow web ticketing system, regarding Mitel APIs, interfaces, protocols, or products. At the sole discretion of MTN Support, singular inquiries that result in a total of 2 hours of Mitel staff time, whether in a single support session or multiple sessions, may count as one consumed DSC regardless of whether the inquiry is fully resolved in that period.
- 11.7. Inquiries that are determined by MTN Support as having a root cause related to undocumented errors or defects in the Mitel APIs, interfaces, protocols or products shall not be counted against a Member's allotment of DSCs.
- 11.8. MTN Support is limited to the following services:
- Advice which interfaces are most suitable for the application in question
 - Recommendation regarding the lab systems
 - Recommendation for LMS trainings
 - Provision of information/documentation on the interfaces disclosed by Mitel
- 11.9. The MTN Support is not planned for problem analysis in commercial customer projects since Mitel standard support SLAs will not apply. Mitel will use best efforts to respond to Member requests.
- 11.10. Mitel Product Support will accept opening a support ticket when a Reseller/Customer is experiencing an issue with Mitel's Platforms/application where a 3rd party solution with a valid certification is involved. However, Mitel product support does not support the 3rd party product or solution product.
- 11.11. Mitel will only accept problems reported by Member's designated contacts that are named in the support contract.
- 11.12. Member users must have completed the relevant LMS based technician training coursework or provide evidence of an equivalent qualification before entering MTN Support web-ticketing process to open a support incident.
- 11.13. For certain MTN Products for which Mitel training and certification is offered to Members, a current certification on the MTN Product may be required in order for the Member to raise an incident. Such incidents will also require a valid Application Record ID ("ARID").

12. Export

- 12.1. MTN Products, material, services, technology, tools and technical data delivered by Mitel to Member ("Deliverables") may be subject to Canadian, EU, UK and/or US export controls or the trade laws of other countries. Member agrees not to release or re-export the Deliverables without prior written consent of a Mitel corporate officer or director.
- 12.2. If Mitel consents then Member shall be solely responsible for determining and complying with all applicable export and import laws, regulations, compatibility and homologation requirements.
- 12.3. In addition, where applicable, Member shall not transfer, export or re-export Deliverables to any entity identified on the most current US government Export Exclusions Lists, or to any country subject to US embargo or terrorist controls as identified in the US Export Laws.
- 12.4. Member agrees to provide Mitel additional information or assurance which Mitel may reasonably request, as Mitel deems necessary, in order to comply with applicable regulatory and legal obligations.
- 12.5. Mitel may immediately terminate all or any portion of any shipment or transfer of Mitel product or technology if the Member is designated by any department, agency or office of the US Government as being ineligible to receive Mitel US Technology under applicable US law.
- 12.6. Member will not use or provide Deliverables for nuclear, missile, or chemical and biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of Mitel.
- 12.7. Member understands, acknowledges and agrees that the acceptance of these Program Terms shall be valid for any shipment made or any transfer of MTN Product, Services or underlying technology by Mitel to the Member.

- 12.8. Member certifies that all Mitel Products, Services and technology will be used or installed solely for the purpose as designed by Mitel.
- 12.9. Mitel is responsible for making all reasonable efforts to obtain and maintain all necessary regulatory approvals for the supply of goods to the Member. The Member shall provide Mitel in a timely manner with all information and documents required to obtain regulatory approvals, e.g. end user declaration, and program description.
- 12.10. If the Program Member transfers the goods delivered by Mitel or the work and services performed by Mitel (including all forms of technical support) to a third party anywhere in the world, the Program Member is solely responsible for complying with all applicable national, EU and international import, export and re-export regulations, if any.
- 12.11. The Member must inform Mitel immediately in the event of a breach of the above provisions and/or any investigation conducted by the competent national authorities.
- 12.12. If Mitel is questioned by law enforcement or administrative authorities due to circumstances attributable to the Member, the Member will be held responsible and may be required to compensate Mitel for any damage incurred.
- 12.13. Mitel cannot be held responsible for any regulatory development, including but not limited to revoked approvals.
- 12.14. For goods delivered by the Member to Mitel, the Member shall provide Mitel with all information regarding the export control status of the goods, including, but not limited to, the Export Control Classification Number (ECCN) under European/German and U.S./Canadian law, the copy of the export authorization, if applicable, and its restrictions and ancillary provisions, if any, or under which General Authorization or Exception they were delivered. The Member undertakes to inform Mitel of any changes relating to the export control status of the Goods.
- 12.15. Only upon receipt of the export control status does Mitel undertake to comply with the relevant import and export control regulations accordingly. If this information is not available, the goods shall be deemed exempt from any export control.
- 12.16. The Member shall be solely responsible for obtaining and maintaining prior approval for the delivery/provision of goods to the delivery/service location of Mitel.
- 12.17. Mitel is entitled to audit the Member. The Member must provide Mitel, immediately upon request, with all information regarding compliance with import/export regulations. In addition, the Member will promptly provide Mitel with compliance declarations upon request.

13. Proprietary Rights

- 13.1. Member acknowledges that Mitel has developed and uses valuable technical and non-technical information, patented and copyrighted material, trade secrets, know-how and other intellectual and industrial property in the Software, Documentation, MTN Products and Services and any other materials and information provided by Mitel. Member agrees that, except for the limited rights granted to Member under these Program Terms or as otherwise expressly agreed by the Parties in writing, all patents, petty patents, trade and service marks, design rights, copyrights, semiconductor topography, circuit layouts, know-how, trade secrets and other intellectual and industrial property rights in and to the MTN Products and Services shall remain the property of Mitel.
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19. Annex: Additional terms for license of MiTAI and/or MiAUDIO application programming interfaces ("Royalty Bearing APIs")

Member's use and distribution of the Royalty Bearing APIs is subject to the advanced written approval of Mitel. To the extent Mitel has provided such consent, Member's use and distribution of the Runtime Software for such Royalty Bearing APIs is conditioned upon, and Member agrees to comply with, the following additional terms and conditions:

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| Type of License ¹ | Mitel Part No. | MSA Member Royalty (exclusive of applicable taxes) | | | |
|---|----------------|--|------|------|--------|
| | | US \$ | C \$ | UK £ | Euro € |
| MiTAI Desktop Edition License | 53001330 | 15 | 18 | 10 | 16 |
| MiTAI Server Edition License | 53001331 | 500 | 575 | 335 | 525 |
| MiAUDIO Desktop Edition License | 53001334 | 65 | 75 | 44 | 69 |
| MiAUDIO Server Edition License per virtual port | 53001335 | 65 | 75 | 44 | 69 |

¹Includes any updates or upgrades thereto that may be provided by Mitel, in its sole discretion, during the Term. Descriptions of types of Licenses can be found on the Website. The MiTAI Desktop Edition port license permits a single MiTAI client port connection to the Mitel switch from a single client PC, and the MiTAI Server Edition license permits an unlimited number of port connections to one or more Mitel switches from a single PC. Unless otherwise agreed to in writing with Mitel, Members who purchase a license to use the MiTAI API are assumed to be licensing via the MiTAI Server Edition model. Members using MiTAI with the Secure Recording Connector (SRC) API require one MiTAI Server Edition license per SRC-enabled PC server.

- 19.2. **Royalty Statements:** Member will provide Mitel with a statement of royalties due to Mitel for the Royalty Bearing Interfaces along with payment of the associated royalties. The royalty statement and payment is due within forty five (45) days after the end of each calendar quarter during the Term. The statement will list the Mitel part numbers that correspond with the type of sublicense granted to End Users and the quantity of each sublicense licensed to End Users for that corresponding quarter.
- 19.3. **Record Inspection:** Upon ten (10) days' written notice, no more than once per calendar year during normal business hours Mitel may, at its own cost, audit the financial records of Member which contain information to confirm that Member has paid the royalties herein. Mitel shall provide to Member a written report of the audit confirming the royalty payment compliance by Member or indicate the amount by which Member has understated such payments. Mitel will invoice Member for the understatement and Member will be responsible to Mitel the amount of such invoice. All information resulting from such audit shall be considered Confidential Information hereunder and shall not be disclosed by Mitel to any other party (except as otherwise permitted herein) without the prior written consent of Member.