END USER LICENSE AGREEMENT
MiVoice Border Gateway 11.1 or higher

CAREFULLY READ THE FOLLOWING AGREEMENT, INCLUDING ANY APPENDICES. INSTALLATION AND USE OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT PROMPTLY REMOVE THE SOFTWARE AND ALL COPIES FROM YOUR SERVER OR DEVICE. LAWFUL USE OF THE SOFTWARE IS CONDITIONAL UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

1.0 Definitions

"**Agreement**" means this End User License Agreement, including, for clarity, appendices attached hereto, if any, which appendices shall take precedence over any conflicting terms.

"**Documentation**" means the end user reference and operating manuals that MITEL and its suppliers publish relating to the Software, excluding documentation subject to the GNU Free Documentation License or other free documentation license that permits reproduction.

"**Mitel**" means MITEL NETWORKS (INTERNATIONAL) LIMITED, on its own behalf and on behalf of its subsidiaries, divisions, affiliates and/or other authorized entities, 56 Conduit Street, London W1S 2YZ; CMG@mitel.com.

"**Open Source Software**" means any software components which are subject to the GNU General Public License or other open source licenses that is provided or downloaded with the Software (which may also be identified in one or more of the installed software directory, through a URL link, on the software kit, Documentation or applicable web site of Mitel), and any and all copies, modifications, upgrades, enhancements, and new releases made or acquired by You. Any software components that are not expressly identified as open source software by Mitel is Software.

"**Software**" means the MiVoice Border Gateway 11.1 or higher ("MiVBG", "MBG"), all setup, installation, and configuration software, together with any related software, such as (i) integration software applications) downloaded by You, including through (a) the Mitel Networks Application Management Center ("Mitel AMC"), MiAccess (fka Mitel Connect) portal, or other similar Mitel service, and (b) commercial mobile application stores, and/or (ii) cloud-hosted applications and/or services, and includes any and all copies, modifications, updates, upgrades, firmware, enhancements, and new releases of the Software. Software excludes any Open Source Software.

"**Software License Key**" means a string of characters that must be input into the Software when it is installed, or prior to being downloaded by You in order to activate it for use with a specific system configuration and which needs to be entered whenever the Software (or software accompanying the installation) is installed, upgraded or moved to a new platform.

"**Warranty Period**" means ninety (90) days from the earlier of the date (a) You purchase the license for the Software or (b) the Software is Delivered to You. "Delivered" means, (a) for Software provided to You that is stored on CD-ROM, DVD, portable memory stick or device, flash drive, or on any other portable "hard" media device ("Media"), from the date on which the Media on which the Software is stored is delivered to You, and (b) for Software that is downloaded by You or on Your behalf from a Mitel authorized site, the date on which the Software is downloaded.

"**You**" and "**Your**" refers to the original and first user ("user" includes a business entity for this definition) that lawfully acquires the Software or Documentation directly from Mitel or indirectly from Mitel through an entity authorized Mitel.

2.0   Grant of License

2.1   Upon payment(s) of the applicable license fee or recurring fees of the Software, Mitel grants to You a non-exclusive, non-transferable license to use the Software and Documentation solely for the following purposes:

(a.1) *if for server install*: to install and operate the Software on one server only for use by: (i) the number of managed systems for which licenses have been paid; and (ii) the number and type of applications and features for which application and feature licenses have been paid;
OR/AND

(a.2) *if for virtual server install*: to install and operate a single instance of the Software in a virtual environment only for use by the number and type of applications and features for which application and feature licenses have been paid;
OR/AND

(a.3) *if for concurrent licenses:*

(i)   You acknowledge that the concurrent license is restricted to the number of licenses (e.g., agent licenses) that have been purchased or contracted for;

(ii)   to simultaneously use less than or equal to the number of licenses that You have purchased or contracted for; and

(iii)   if at any time Your usage exceeds the number of purchased concurrent licenses, Mitel may consider this a violation of its rights; You acknowledge and accept that Mitel, in its discretion, may take immediate action;
OR/AND

(a.4) *if for cloud/hosted applications and/or services:*   to access and use the Software in accordance with the terms of Your order, which may be set forth on additional documentation, for example, Service Order, Purchase Order, Software Assurance, and subject to the Terms of Service attached hereto as Appendix A.

2.2   Use of the Software may be subject to: (a) the issuance of a Software License Key, which will be conveyed to You upon payment of the applicable license fees for the Software or accompanying software, including any extensions thereof; and/or (b) an active Software Assurance Agreement, which will be conveyed to You upon payment of the applicable fees for Software Assurance term, including any extensions thereof. If You choose not to purchase or accept the Software License Key or Software Assurance Agreement from Mitel, Mitel cannot ensure the Software, accompanying software, and/or system configuration will operate as intended, or at all.

2.3   Except as expressly permitted in this Agreement, and/or to the extent that Mitel is not legally able to restrict You under the applicable law or third party license and then with notice to Mitel, You will not Yourself or allow anyone else to: (a) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code or structural framework of the Software; (b) translate, modify, or create any derivative work of the Software or Documentation; (c) disclose, publish, sublicense, lend, rent, or lease the Software or Documentation; (d) copy the Software onto any public or distributed network; (e) use the Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (f) copy or reproduce the Software or Documentation; or (g) dispose of the Software by any means whatsoever such that You are no longer directly using the Software, unless such disposal is expressly granted in writing by Mitel or by law and is subject to this Agreement or the then-current terms as provided by Mitel. Any violation of this Section results in immediate termination of license and will constitute an immediate cause of action under all applicable claims for Mitel and any entity affected.

2.4 This license will terminate automatically if: (a) You use or permit the use of the Software or Documentation in any manner not permitted by this Agreement; (b) a bankruptcy or insolvency proceeding is filed by or against You; (c) You make an assignment for the benefit of creditors; (d) an event or proceeding analogous to those set out at paragraphs (b) and (c) above occurs or takes place in any jurisdiction; (e) payment of applicable license and/or service fees, agreed-upon recurring fees, and/or Software Assurance fees are not timely paid; or (f) for cloud/hosted applications and/or services, upon expiration of the time-based term. Upon termination, You will immediately, as directed by Mitel, either return the Software and Documentation and all copies You have made, including without limitation modifications and merged portions in any form, to Mitel or destroy all copies of the Software and Documentation and upon request, certify such destruction in writing to Mitel.

3.0 Proprietary Rights

3.1 The Software and Documentation comprises valuable patent, copyright, trade secret, trademark, mask work and other proprietary rights of Mitel and its suppliers. Mitel and its suppliers reserve all such rights. No title to or ownership of the Software or Documentation or any right therein other than expressly set out herein is transferred to You. You will not infringe any proprietary right of Mitel or its suppliers and will take appropriate steps for the protection of such rights. You will not remove, obscure or alter any notice of patent, copyright, mask work, trademark, trade secret or other proprietary rights relating to or appearing anywhere on any of the Software or Documentation, irrespective of whether any of the foregoing is registered or unregistered. You must reproduce all copyright notices on any copy of the Software and Documentation. The Software and Documentation is copyrighted by Mitel © 2010-2020, All Rights Reserved. You shall hold the Software and Documentation in confidence and protect them from disclosure to persons other than your employees to whom disclosure is required on a "need to know basis". Your confidentiality obligations do not extend to any information relating to the Software or Documentation which is now available to the general public or becomes so available by reason of any acts or omissions not attributable to You.

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4.1 Open Source Software is free software. You can redistribute it and/or modify it under the terms of the applicable GNU General Public License as published by the Free Software Foundation (either version 2 of the license, or (at Your option) any later version) or, if the Open Source Software is distributed under the terms of an open source license other than the GNU General Public License, You can redistribute it and/or modify it under the terms of the respective open source license.

4.2 Open Source Software that is subject to the GNU General Public License is distributed free of charge to You in the hope that it will be useful but WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED); without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. You should have received a copy of the GNU General Public License along with the Open Source Software; if not, see http://www.gnu.org/licenses/.

4.3 This Software may include Open Source Software. If You would like a copy of the Open Source Software in this Software, Mitel will provide this to You upon written request to gplrequest@mitel.com or legal@mitel.com.

5.0 Intellectual Property Rights Indemnification

5.1 Subject to Section 5.2 and 5.3 of this Agreement, in the event of a third party claim or action filed against You based solely on Your use of the Software and/or Documentation in strict adherence to the terms of this Agreement, to the extent that it based on a claim that the Software infringes a valid United States, Canadian, European, or Australian intellectual property right (other than a patent reading on a standard (e.g. IEEE) whether essential or not), Mitel may at its sole option and without further obligation to You either; (a) obtain the right for You to continue using the Software and/or Documentation, (b) replace or modify the Software and/or Documentation so that it becomes non-infringing, or (c) if such remedies are not reasonably available, to require return of the Software and/or Documentation including all copies thereof. You agree to indemnify and, if request by Mitel, defend Mitel against any claim or action filed against Mitel to the extent that it is based on a claim that Your design, integration, specification, instruction, combination, connection, operation, or particular use infringes a valid United States, Canadian, European, or Australian intellectual property right.

5.2 Notwithstanding anything to the contrary contained in the Agreement, including Section 5.1 above, neither Mitel (which for purposes of this Section 5.2 includes its affiliates, subsidiaries and related companies, and their respective officers, directors, employees and agents) nor any of its suppliers makes any warranty of non-infringement or otherwise, and Mitel and its suppliers will have no obligation to defend or indemnify You for any claims, demands, losses, damages, legal costs, or expenses made against or incurred by You for infringement of any third party patent, including contributory infringement and inducement to infringe, with respect to Your use of the Software and any associated services where such claims of alleged infringement arise from: (a) the sale or use of the Software pursuant to this Agreement or the provision of any service provided by Mitel in combination with any product or service not owned and developed by Mitel, including without limiting the generality of the foregoing, the following: (i) call entitlement features restricting access, or toll free access, to a call centre, or portion thereof, on the basis of total duration, number or nature of previous calls; (ii) credit card toll billing for call access; (iii) synthesized disconnect signals; (iv) calling party assigned identification numbers, especially DTMF entry of identification numbers; (v) recording history of caller DTMF keystrokes; (vi) preventing menu repetition; and (vii) segregating calls made to both 800 and 900 (or like) numbers and subsequently billing those calls made to such number(s); (b) Your alteration or modification of the Software; (c) Your failure to implement corrections or modifications provided by Mitel if implementation would prevent the infringement; (d) Mitel's implementation of a software design provided by You; (e) connection or operation of the Software with or in conjunction with hardware, software, or services not provided or authorized by Mitel; or (f) Your noncompliance with the provisions of Section 5.5.

5.3 Mitel will not be responsible for determining whether You require a license to any third-party patents, or obtaining any such license on Your behalf, or paying any fees relating to any such license.

5.4. THIS SECTION 5 STATES THE ENTIRE LIABILITY OF EITHER YOU OR MITEL (AND ITS SUPPLIERS) FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS COVERED UNDER THIS AGREEMENT.

5.5 Each party's indemnity obligations are subject to the following: (i) the indemnified party promptly notifying the indemnifier in writing of the claim provided that any failure by the indemnified party to promptly notify the indemnifying party will not relieve the indemnifying of its obligations except to the extent that indemnifying party is materially prejudiced by the delay; (ii) the defending party shall have sole control of the defense and all related settlement negotiations with respect to the claim (provided that except to the extent Mitel is defending a claim against itself, the defending party may not settle any claim unless it unconditionally releases the aggrieved party of all liability and obligation); and (iii) the indemnified party, at the indemnifier's cost, providing reasonable assist in the defense of such claim. If Mitel has requested You to defend a claim, and at any time, Mitel has a reasonable basis to believe that You cannot or may not be able to fulfill Your obligations under this Section, then, without limiting Your obligations under this Section, Mitel shall be entitled to provide You notice to that it has decided to become the defending party, and thereafter to assume control of the defense and/or settlement of any such claim. Once Mitel has notified You that it will be seeking an indemnity, unless otherwise expressly agreed in writing, all communications

(including the notice) will be deemed Mitel's confidential information, which You may not disclose to any third party, other than your legal advisors, without Mitel's prior express written permission, and in addition, all communications in respect of any such claim shall be subject to common interest privilege.

6.0 Limited Warranties

6.1 Mitel warrants that: (a) for the Warranty Period, the Software, as supplied by Mitel, if properly installed, will perform substantially in conformance with the Documentation; and (b) if the media on which the Software is stored is provided by Mitel, or an authorized distributer for Mitel, it will be free from defects in material and workmanship under normal use and service for a period of 90 days from delivery. Mitel does not warrant that the Software will be uninterrupted or error-free or that defects will be corrected.

6.2 In the event that during the Warranty Period the Software fails to perform substantially in accordance with the Documentation and materially affects service and/or prevents beneficial use of the Software, Mitel will use commercially reasonable efforts to correct the problem within a reasonable period of time. If Mitel is unable to resolve the problem, Mitel will in its sole discretion, either: (a) replace the Software, (b) install a new release of the Software when it becomes generally available, or (c) return the Software to a prior release. The foregoing is Mitel's entire liability and Your sole and exclusive remedy under the above limited warranty.

6.3 The limited Software warranties provided to You under this Agreement shall become void if one of the following occurs: (a) the Software is not used properly in accordance with the Documentation or is otherwise abused, damaged, or negligently serviced or maintained by anyone other than Mitel, (b) maintenance is performed on the Software by anyone not authorized by Mitel, (c) the Software is not properly installed, integrated or used in combination with products that are not approved by Mitel, or (d) You breach a material term of this Agreement.

6.4 The limited Software warranties provided under this Agreement are subject to Mitel receiving timely written notice of any nonconformity with as much specificity as is known and as soon as You become aware of such nonconformity, but in any event prior to the expiration of the Warranty Period. Mitel shall have the right to inspect and test the Software to determine, in its reasonable opinion, whether the nonconformity is covered under the Software warranty.

6.5 YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE SOFTWARE AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE SOFTWARE. MITEL MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE INTERRUPTION OR ERROR FREE.

6.6 TO THE FULL EXTENT PERMITTED BY LAW, MITEL AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND THIS IS SO ACKNOWLEDGED BY YOU.

6.7 THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

6.8 IMPORTANT NOTE: Nothing in this Agreement is intended to or shall be construed as excluding or modifying any statutory rights, warranties or conditions which may be applicable to this Agreement, the Software or Documentation, and which by virtue of any national or state fair trade or other consumer legislation may not be modified or excluded. To the extent such legislation is applicable to Your license of the Software or is required by such legislation, any required warranty is limited in duration to ninety (90) days from the date of installation and Mitel and its suppliers' liability for any breach of any such warranty or condition shall be and is hereby limited to either: (a) the replacement of such Software; or (b) the correction of any defect in such Software or Documentation as Mitel, at its sole discretion, may determine to be necessary to correct the defect. All limited warranties are void if failure of the Software has resulted from Acts of God, accident, abuse, misapplication or electrical surge or any other cause beyond Mitel's control.

6.9 Mitel does not warrant or represent that the Software is immune from fraudulent or unauthorised intrusion or use (including its use to interconnect to long distance networks, computer virus and/or other malicious code of whatever nature). The Software has risks inherent to all software applications and, as such to the extent permitted by law or Mitel's contractual obligations, Mitel disclaims and will not be liable for any loss, damage, injury or non-performance, cost or expense directly or indirectly occasioned thereby.

6.10 You are advised that the operation of E-911, its equivalent or other emergency service, requires accurate information contained in Your database or equivalent, which You are solely responsible for creating and managing. Additionally, operation of the Software may not be able make calls to the appropriate emergency number, for example 911, in some locations.

7.0 Limitations of Liability

7.1 IN NO EVENT WILL MITEL OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS OF DATA, LOSS OF PROFITS OR SAVINGS, LOSS OF BUSINESS, LOSS OF REPUTATION OR GOODWILL OR ANY ECONOMIC LOSS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR LICENSE, USE OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION, CUSTOMER DATA, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION, AND THIS AGREEMENT EVEN IF MITEL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED REGARDING SUCH DAMAGES.

7.2 Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances involving certain types of customer classes, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.

7.3 IN NO EVENT SHALL MITEL'S TOTAL AGGREGATE LIABILITY, DIRECT OR INDIRECT, ARISING FROM OR IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION, OR THIS AGREEMENT EXCEED THE LESSER OF (i) LICENSE FEES PAID BY YOU FOR THE SOFTWARE AND DOCUMENTATION; OR (ii) SERVICE FEES PAID IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM FOR THE CLOUD/HOSTED APPLICATION, REGARDLESS OF THE BASIS OF THE CLAIM FOR WHICH SUCH LIABILITY ARISES FROM.

7.4 To the extent permitted by applicable law, no action arising out of this Agreement may be brought by You more than eighteen (18) months after the cause of action has arisen.

7.5 The installation, configuration, and use of the Software may have legal implications. Customer acknowledges and agrees that customer (and not Mitel) is solely responsible to ensure its installation, configuration and use of the Software including any features therein (e.g. call recording) is compliant with all applicable law, rule and regulation. You agree to indemnify and, if

requested by Mitel, defend Mitel against any claim or action filed against Mitel to the extent that it is based on your failure to comply with all applicable laws, rules, and/or regulations.

8.0 Allocation of Risk

8.1 Provisions of this Agreement such as the warranty limitations, exclusive remedies, and limitations of liability are unrelated, independent allocations of risks between You and Mitel. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. The fees paid by You for the Software reflects the allocations of risk contained in this Agreement.

9.0 Export Controls

9.1 You agree to comply fully with all relevant export laws and regulations of Canada, United States, and Europe and any other applicable export laws and regulations to ensure that the Software is not exported directly, or indirectly, in violation of such laws.

10.0 U.S. Government Restricted Rights

10.1 The U.S. Government accepts the Software and Documentation as commercial computer software and/or commercial computer software documentation in accordance with the license terms set forth in this Agreement, subject to the requirements of FAR 52.227-19 Commercial Computer Software-Restricted Rights (June 1987) or DFAR 227.7202-3 "Rights in commercial computer software or commercial computer software documentation, (effective 6/30/95). For uses with the U.S. Government, the Contractor/Manufacturer is Mitel Networks, Inc., 1146 N. Alma School Road, Mesa, Arizona 85201.

11.0 Entire Agreement, Governing Law and Venue, Data Collection

11.1 YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE, FINAL AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND MITEL AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT OR ANY OTHER COMMUNICATIONS RELATING TO THE USE OF THE SOFTWARE AND SERVICES OR ANY OF THE DOCUMENTATION.

11.2 No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement shall be governed by, and construed in accordance with, the laws in force in the Province of Ontario, Canada, exclusive of its conflict of laws provisions. In no event shall this Agreement be construed or enforced under the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, the application of which are expressly excluded. Each of the parties acknowledges and hereby submits to the exclusive jurisdiction of the Courts located in the City of Ottawa, Ontario, Canada. Mitel and its suppliers are deemed to be third party beneficiaries of this Agreement.

11.3 In the event of any conflict between the terms of this Agreement and a separate agreement for the Software that You have signed with Mitel (the "Executed Agreement"), the terms and provisions of the Executed Agreement will govern.

11.4 Mitel may collect personal and non-personal data from Your use of the Software and You hereby agree to the collection. By way of example, and not intended to be limiting, non-personal data which may be collected by Mitel include device type, usage metrics, OS version, crash/issue types and counters, that helps improve the stability of the software. The collection of personal and non-personal data is for Mitel's internal purposes only and will be used for quality improvement of hardware and software. The collected data will not be disclosed or shared with any third parties, except in cases

where Mitel has engaged the services of third parties for the purpose of improvement of the Software or development of new software, and Mitel agrees to include provisions for the protection of the collected data.

12.0 Authorized Mitel Dealer Sublicense Requirement

12.1 To the extent that this Software is first utilized, and/or configured or programmed by an authorized Mitel dealer, distributor, or system integrator and not an end user customer, then the dealer, distributor or system integrator understands and agrees that it has the duty to obtain an acceptable sub-license from the end user or notify the end user of the terms of this Agreement prior to end user's use of the Software.

13.0 Miscellaneous Provisions

13.1 To the extent that any portion or provision of this Agreement is found by any court or competent authority to be invalid, unlawful, or unenforceable in any jurisdiction, that portion or provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that portion or provision in any other jurisdiction.

13.2 This Agreement is personal to You and You may not assign your rights or delegate Your duties under the Agreement either in whole or in part without Mitel's prior written consent. Mitel may assign its rights and duties at any time for any reason. The Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

13.3 The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation, or termination of this Agreement. Without limiting the generality of the foregoing, the parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations are essential to the parties' entering into this Agreement and will survive the termination of the Agreement and will apply even if the Agreement is found to have failed of its essential purpose.

13.4 Except as otherwise set out in this Agreement, any notice provided hereunder shall be in writing and delivered by hand, registered mail or courier, or email to the Mitel address set out above and will be effective and deemed delivered upon receipt. Notwithstanding the foregoing, Mitel may send you notice by electronic means, such as .pdf email, which shall be deemed delivered on the business day following the day on which it was sent.

APPENDIX A TO FOLLOW.

APPENDIX A TO END USER LICENSE AGREEMENT
GLOBAL TERMS OF SERVICE

Before using our Cloud Services, please read these Global Terms of Service including without limitation the Emergency Services limitations set in Section 10. ("**Terms**"). Pursuant to these Terms, you and your Users will be provided access to the cloud-hosted functions of the Software ("**Cloud Services**") in accordance with the Entitlements set out in your Service Order. Unless otherwise indicated on your Service Order, your Cloud Service Entitlements include our SIP Services.

1. **DEFINITIONS.** As used herein: "**Acceptable Use Policy**" means Mitel's Acceptable Use Policy for Entitlements found at: https://www.mitel.com/legal/end-user-license-agreements. "**All Live Date**" means the date on which all the Cloud Services set out in your Service Order are first made available to you for use at all of your Sites. "**Applicable Law**" means all applicable laws, treaties, regulations, and conventions related to use of the Cloud Services, including without limitation those related to data privacy, call recording, unsolicited advertisements and telephone calls, international communications, and the exportation of technical or personal data. "**Authorized Partner**" means a third party we have authorized to participate in our Partner Enabled Program, or similar, or successor program, as a reseller of Entitlements. "**Customer**", "**you**" or "**your**" means the entity identified as the "Customer" in the Service Order. "**Customer Data**" means data in electronic form managed, transmitted, stored, or otherwise processed by the Cloud Services on behalf of Customer, or its Users, including without limitation Provisioning Information and User Content. Customer Data does not include Metadata or Confidential Information. **"Documentation"** means training, marketing, and demonstration materials, diagrams, test plans, and work flows provided by us in support of the Cloud Services. "**Entitlement**" means a right for your User(s) to access and use specific Cloud Services (e.g. on a "named user" or "concurrent user" basis, or as may be included with a valid software assurance contract). **"Fair Use Policy"** means Mitel's Fair Use Policy for Entitlements found at: https://www.mitel.com/legal/end-user-license-agreements. "**Implementation Services**" means any Cloud Services-related software installation, implementation, configuration or customization services, or any other professional services set out in a Service Order you have submitted directly to us. **"Initial Service Term"** means the initial term specified in the Service Order. "**Metadata**" means non-personally identifiable data or information that provides information about the use of the Cloud Services, Customer Data and/or Use Records. "**Provisioning Information**" means information provided by you to us about a User which is used to provide/provision the Cloud Services (e.g. first name, last name, user name, IP address, phone number, phone extension, e-mail address). "**Service Activation Date**" means the date on which Cloud Services are first made available to you for use. In the event a Service Order includes multiple Sites and/or multiple Cloud Services, the Service Activation Date will be the first date a Cloud Service is available at a Site. "**Service Fees**" means all monthly recurring service fees, non-recurring fees, set-up fees, usage including overage based fees, rental fees and Implementation Services fees, software assurance fees, and any other charges and fees which you have agreed to in a Service Order or SOW. "**Service Order**" means an ordering document submitted by you to us or one of our Authorized Partners, detailing the Entitlements and Implementation Services which you have ordered from us or our Authorized Partner, as applicable. "**Service Term**" means the Staging Time together with the Initial Service Term and Service Renewal Terms (as defined below), if any. "**Site**" means a physical location associated to a specific street address where Services are being provided. "**SLA**" means our standard Service Level Agreement for the Entitlements available at: https://www.mitel.com/legal/end-user-license-agreements. **"SOW"** means a statement of work which we may agree to perform for you from time to time. "**Staging Time**" means the time period between the Service Activation Date and the All Live Date. "**User**" means your employees, consultants, contractors, or agents who you have authorized to use the Cloud Services in support of your internal operations and given user logins and passwords. "**User Content**" means the information shared amongst Users or transmitted/received by a User(s) to/from a third party(s), via the Cloud Services (e.g. chats, files, voicemails). "**Use Records**" means records pertaining to a User's use of the Cloud Services (e.g. call log, chat log, shared files, presence history). "we", "our" or "us" means Mitel.

2. **THE SERVICE AND USE OF THE SERVICE IN GENERAL**

2.1 Initiation and Services. Provisioning of the Cloud Services will begin only after we receive and accept your Service Order. We will provide any Implementation Services set out in the Service Order and/or any SOW. You agree that your purchase of the Entitlements is neither contingent upon our delivery of any future functionality or features, nor dependent upon any discussions, oral or written public comments made by us with respect to future functionality or features.

2.2 Use of the Service. During the Service Term, you and your Users may use the Cloud Services and Documentation solely for your internal business operations (and not for any form of redistribution or resale) in accordance with this Agreement and the Entitlements set out in your Service Order. You may use and reproduce the Documentation solely as necessary to support your and your User's use of the Cloud Services.

2.3 Service Levels. Where applicable, we will deliver the Cloud Services in accordance with the SLA.

2.4 Service Revisions. During the Service Term, we may add, reduce, eliminate or revise Cloud Services features and functionality (or upgrade the underlying platform used to provide the Cloud Services) at any time without prior notice to you. Notwithstanding the foregoing, where in our sole opinion, a change will cause a material detrimental impact on your use of the Cloud Services (a "**Detrimental Change**"), we will provide you ninety (90) days prior written notice (email or if an online portal is made available with the Cloud Services, posting notice at the portal to suffice). In the event of a Detrimental Change, you may, at no cost, terminate the affected Cloud Services by providing us with written notice of termination within thirty (30) days of receiving your notice of the Detrimental Change. If we do not receive notice of termination within thirty (30) days, you will be deemed to have accepted the change and/or charge.

2.5 Performance. You acknowledge and agree that the quality, performance and available features of the Cloud Services may be affected, impaired and/or disrupted by the quality, speed and usage of your (and your Users') broadband connection and/or third-party networks and will not function in the event of a power failure.

3. **CUSTOMER RESPONSIBILITIES & RESTRICTIONS**

3.1 Service Rules of Use. You will: i) comply, and cause your Users to comply, with both this Agreement including without limitation our Acceptable Use Policy, Fair Use Policy, and Applicable Law, as applicable; and ii) obtain all permits, licenses and authorizations or certificates that may be required in connection with your activities pursuant to this Agreement. You shall not: (i) use the Cloud Services for service bureau or time-sharing purposes or in any other way which allows third parties other than Users to exploit the Cloud Services; (ii) provide Cloud Services passwords or other log-in information to any third parties other than Users; (iii) share non-public Cloud Services features or content with any third party; and (iv) access the Cloud Services in order to build a similar or competitive product or service. Under no circumstances will you take any action(s) that could result in harm or damage to our (or any third party's) network or premises, or to any of our other customers.

3.2 Unauthorized Access and Investigations. You will, and you will cause your Users, to take all reasonable steps to prevent (i) unauthorized access to, or improper or fraudulent use of, your account and the Cloud Services, and (ii) a breach of your security (each an "**Incident**"). You will immediately notify us of any known or suspected Incident and will use best efforts to stop an Incident. If we suspect, or become aware of, an Incident, we may investigate, and you will cooperate in any such investigation. We reserve the right to inform any

applicable government of the investigation. We shall not be liable to you for any damages whatsoever resulting from an Incident.

3.3   Customer Responsibilities/Liabilities. You are responsible and liable for: (i) ensuring that the configuration of the Cloud Services, including any roles and permissions assigned therein, meets (and continues to meet) your and your Users requirements, including security and compliance requirements; (ii) Customer Data; and (iii) use of your Cloud Services account, whether authorized or not, including use by your Users and any User conduct that would violate our Acceptable Use Policy or the requirements of this Agreement.   Where applicable, you and your Users must always "log off"/exit from your account at the end of each session.

4.   CUSTOMER DATA

4.1   Instructions. You instruct us to process Customer Data in accordance with the terms and conditions of this Agreement. We will only use and disclose Customer Data and Use Records to provide, bill, optimize, improve, support, troubleshoot, and maintain the Cloud Services and to comply with Applicable Law, or a binding order of a court or governmental body (or other legal process). In doing so, you acknowledge and agree that we may process Customer Data and Use Records on a global basis. Notwithstanding anything in this Section 4 (Customer Data), we reserve the right to use, and to disclose Customer Data and Use Records to third parties: (i) if we determine, in our reasonable judgement, that such use or disclosure is necessary (a) to protect the safety of a customer, a user, or a third party; (b) to provide an emergency warning; (c) to investigate suspected fraud or other illegal activity; (d) subject to Section 4.3 (Court Orders, Subpoenas and Additional Disclosures), as a result of a legal or governmental demand including without limitation by a criminal enforcement agency or regulatory body; or (ii) if you have provided consent. You represent, warrant and covenant that you and your Users have all rights and consents (and have made all requisite disclosures) necessary: i) for us to process Customer Data and Use Records for the purposes set forth in this Agreement; and ii) for us to provide Customer Data and Use Records to our affiliates and third-party service providers as necessary for the performance of this Agreement on a global basis. You further acknowledge and agree that we may aggregate Customer Data and Use Records with data from other customers, and at our sole discretion use, disclose and commercially exploit such aggregated data in an anonymized form.

4.2   Accuracy & Retention. You are solely responsible for Customer Data provided to us and you represent and warrant that all information you provide to us will be true. You acknowledge and agree that: (i) the Cloud Services provide a passive conduit for User Content, and you (and not us) are solely responsible for such User Content; and (ii) the Cloud Services are not intended for long-term storage of Customer Data. We only retain Customer Data and Use Records for as long as reasonably necessary to provide the Cloud Services and to comply with Applicable Law and will delete (i.e. putting beyond practicable use) in accordance with our data retention policy. Subject to any data retention requirements under Applicable Law and any written data retention commitment we make to you, we reserve the right to periodically permanently delete Customer Data and Use Records from the Cloud Services including without limitation where your account is delinquent, suspended, or has been terminated for more than thirty (30) days. Notwithstanding anything herein, should we become aware of any User Content which violates this Agreement, we reserve the right to delete such User Content immediately and without notice.

4.3   Court Orders, Subpoenas and Additional Disclosures. Unless prohibited by Applicable Law, we will give you reasonable notice of any legal or governmental demand for disclosure or movement of Customer Data or Use Records, or redirect any such demand to you, to allow you to seek a protective order or otherwise to contest such required disclosure or movement at your sole expense, prior to making any disclosure or movement.

4.4   Excluded Data. Except where we have provided you with express written authorization, you represent and warrant that you and your Users have not and shall not upload or transmit to the Cloud Services, any data which is specifically regulated other than by general application data privacy laws ("**Excluded Data**") including without limitation as a "special category" of personal data under the EU General Data Protection Regulation 2016, as personal health Information under the Health Insurance Portability and Accountability Act of 1996, as personally identifiable financial information under the Gramm-Leach-Bliley Act and as personal information under the Children's Online Privacy Protection Act (the "**Excluded Data Laws**"). YOU ACKNOWLEDGE AND AGREE THAT: (A) WE HAVE NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (B) OUR SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5.   TERM, TERMINATION AND SUSPENSION

5.1   Term. This Agreement takes effect upon execution of the Service Order and subject to Section 5.3, continues so long as your Entitlement is valid.

5.2   Service Suspension. Except to the extent precluded by applicable law, we may at our sole discretion, and without prior notice to you, suspend your (or any of your Users') Cloud Services without liability if: (i) we reasonably conclude that you or a User(s) has conducted itself in a way: (a) that is not consistent with our Acceptable Use Policy or the Documentation; (b) that subjects us to potential liability or interferes with our other customer's use of the Cloud Services; or (c) that breaches the Agreement; (ii) we deem it reasonably necessary to do so to respond to any actual or potential security concern; (iii) any underlying arrangement with our operators or suppliers is terminated or suspended for whatever reason; (iv) you fail to cooperate with any investigation;(v) we are conducting scheduled or emergency maintenance; (vi) it is necessary to protect our networks or customers; or (vii) it is necessary to comply with Applicable Law.

5.3   Termination by Mitel. In addition to our suspension rights set out in Section 7.4 above, we may terminate this Agreement: (i) upon thirty (30) days' prior written notice if: (a) you (or any User) breaches the Agreement and such breach remains uncured at the expiration of such period;; (ii) with immediate effect if any legal or regulatory change is introduced which affects our ability to provide the Cloud Services, including but not limited to any new authorization or license becoming necessary or any existing authorization or license under which we operate expiring or being revoked, and (iii) with immediate effect if your account is suspended and such suspension is not your first suspension, or (iv) failure to maintain a valid software assurance contract.

5.4   Effect of Termination. Termination of the Agreement (including failure to maintain a valid software assurance contract), will result in termination of the Service Term. Upon termination of the Agreement, you shall cease all use of the applicable Cloud Services and delete, destroy, or return to us all copies of the applicable Documentation in your possession or control. Except as required by law, we will promptly, and in any event in no less than ninety (90) days, delete (i.e. putting beyond practicable use) Customer Data and Use Records.

6.   WARRANTIES & DISCLAIMERS

6.1   Disclaimer of Warranties. Notwithstanding anything to the contrary in this Agreement, except as expressly provided in this Appendix, (i) You acknowledge and agree that the Cloud Services are provided on an "as is", and "as available" basis; and (ii) we expressly exclude all implied warranties, terms and conditions including but not limited to fitness for purpose, satisfactory quality or non-infringement of title to the maximum extent permitted by law. We do not warrant that (a) the Cloud Services will meet your requirements or that the operation of the Cloud Services will be uninterrupted or error-free; (b) the Cloud Services will prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy; (c) all errors in the Cloud Services can be corrected; and (d) Customer Data will not be lost or corrupted. It is your sole responsibility to back up Customer Data.

7. INDEMNIFICATION

7.1 Customer's Indemnification of Mitel. You agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against us arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct by you or any User; (ii) your or any User's breach of the Agreement including without limitation the Acceptable Use Policy; (iii) your or a User's use of the Cloud Services; (v) your, or any User's, breach of Applicable Law; (vi) Customer Data and (vii) your failure to properly inform Users of the Cloud Services' emergency service limitations.

8. GENERAL

8.1 Affiliates. We may use (and disclose Customer Data and Use Records to) one or more global affiliate(s), partners and/or service providers in order to perform our obligations under this Agreement.

8.2 Changes. We may make changes to this Agreement and any document referred herein from time to time by posting a new version at https://www.mitel.com/legal/end-user-license-agreements. The changes will become effective and will be deemed accepted by you on the date the new version is posted, except that if we modify the Agreement in a manner which in our sole opinion is likely to cause a material detrimental impact on you (e.g. if we significantly reduce your rights or increase your obligations) and our change is not in response to a change in legal or regulatory requirements, or a material change in our business, the changes will become effective thirty (30) days after we provide you written notice (invoice, email or if an online portal is made available with the Cloud Services, posting notice at the portal, to suffice). However, if during the thirty (30) day notice period, you provide us with a written objection directly or through your Authorized Partner, the changes will not become effective until the beginning of your next Service Renewal Term. Nothing in this Section will relieve you of payment of any already incurred Service Fees.

8.3 Feedback. You and your Users may provide us with feedback on, and/or suggestions for improvements (or other changes) to, the Cloud Services, Documentation, Confidential Information or other Mitel technology (individually and collectively "**Feedback**"). Even if you designate such Feedback as confidential, we will not be bound by any confidentiality obligations in respect of such Feedback. You hereby grant us a worldwide, irrevocable, perpetual, sublicensable license to use, and commercially exploit, Feedback in any manner. You will not knowingly provide us Feedback that is subject to third party intellectual property rights.

8.4 Force Majeure We will not be liable for any failure or delay in its performance under the Agreement, due to any cause beyond our reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, cyber-attack (hacking and DDOS), acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of our reasonable control.

8.5 No Jury Trial. The Parties specifically agree that disputes shall not be resolved by jury trial and hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement. No dispute between the Parties, or involving any person but You, may be joined or combined together, without our prior written consent**.**

8.6 Publicity. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except you agree that we may profile you, or disclose that you are our customer, in standard marketing materials, including press releases, corporate presentations and digital properties and/or other marketing

vehicles as we may deem appropriate.

9. JURISDICTION SPECIFIC TERMS

9.1 Europe.
In addition to the relevant country specific provisions set out in this Section 9, the following shall apply in respect of Entitlements intended for use in the European Economic Area (as set out in your Service Order)
1) **Data Protections**. The parties agree to comply with the terms of the Data Processing Agreement ("**DPA**") available at www.mitel.com/legal/gdpr irrespective of whether such agreement has been signed by both parties. In the event of any conflict between the DPA and this Agreement, the DPA shall prevail.
2) **Dispute resolution**: Alternative dispute resolution arrangements with independent third parties are available in a number of European countries. Details of the relevant schemes are listed in the country specific terms in this Section 9.

9.2 United Kingdom.
The following shall apply in respect of Entitlements intended for use in United Kingdom (as set out in your Service Order):
1) Nothing in this Agreement excludes or limits our liability for fraud, death or personal injury caused by our negligence, or for any liability that cannot be excluded or limited by law.
2) No express term of this Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
3) Mitel Networks Limited is authorized to do business in the UK.
4) If you are billed for your Entitlements within the United Kingdom and you have less than ten (10) employees (including contract employees) you will be considered a "**small business**" and notwithstanding anything to the contrary in your Service Order, the automatic renewal set out in Section 7.2 shall not apply.
5) If you have a complaint with the Cloud Services, you should contact us using the details set out in the Complaints Code of Practice available upon request.
6) If you are a small business, an alternative dispute resolution scheme may be available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request.
7) Details of our standard fees and charges for Entitlements purchased directly from us within the United Kingdom are available upon request.

9.3 Australia.
The following shall apply in respect of Entitlements intended for use in Australia (as set out in your Service Order):
1) You may report unwelcome communication complaints to us.
2) In addition to the permitted uses and disclosures set out in Section 5.1, we reserve the right to use and disclose Customer Data and Use Records to third parties if we determine, in our reasonable judgement, that disclosure relates to information contained in the Integrated Public Number Database or other disclosure permitted pursuant to Part 13 of the Telco Act the Telecommunications Act 1997 (Cth).
3) If you have are being billed for your Entitlements in Australia and have you less than twenty full time employees and an annual turnover of less than A$3,000,000:

If you have a complaint with the Cloud Services, you should contact us using the details set out in the Complaints Code of Practice available upon request. If your complaint is resolved in accordance with our Complaints Code of Practice within eight (8) weeks, you may be able to refer your complaint to the Telecommunications Industry Ombudsman, our approved alternative dispute resolution provider, who may review your complaint for free.

Our Small Business Critical Information Summary and credit management practice are available upon request.

9.4 Canada.

The following shall apply in respect of Entitlements intended for use in Canada (as set out in your Service Order):

1) Customer Data and Use Records may be stored in the United States and may be accessed by the courts, law enforcement and national security authorities of the United States in accordance with Applicable Law.

2) You will not use our network or the Cloud Services to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside of Canada or the U.S. without first complying with all export control laws and regulations which may be imposed by the Canadian and U.S. Government and any country or organization of nations to whose jurisdiction Customer is subject.

9.5 Germany.

The following shall apply in respect of Entitlements intended for use in Germany (as set out in your Service Order):

1) For clarity, if we do not accept your Service Order with one month of providing it to us, you may revoke your Service Order and it shall be null and void.

2) In the event, that you make a claim against us for pecuniary losses resulting from our unintentional acts and the amounts we received from you (or from your Authorized Reseller) for the Entitlements in the twelve (12) month period immediately prior to the incident giving rise to the liability are less than 12 500 euro, the amounts received may be deemed to 12 500 euro's.

An alternative dispute resolution scheme may be available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request

9.6 Switzerland.

The following shall apply in respect of Entitlements intended for use in Switzerland (as set out in your Service Order):

1) If you have a complaint with the Cloud Services may be able to refer your complaint to the Ombudscom. You acknowledge and agree that while we will comply with any request for information which the Ombudscom may make, we are not legally bound by any conclusion drawn by Ombudscom.

9.7 South Africa.

The following shall apply in respect of Entitlements intended for use in South Africa (as set out in your Service Order):

1) You agree that Section 8.2 provides you with notice of a change to this Agreement within a fair and reasonable period.

2) Details of our standard fees and charges for Entitlements purchased directly from us are available at: https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions.

3) An alternative dispute resolution scheme may be available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request.

9.8 Belgium

The following shall apply in respect of Entitlements intended for use in Belgium (as set out in your Service Order):

1) An alternative dispute resolution scheme may be available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request.

10. Emergency Services.

The following additional terms apply in cases where the Cloud Services include Mitel-provided voice and/or SMS services:

1) **Additional Definitions**. "**SIP Services**" as used herein means the Session Initiation Protocol services over which voice communications are delivered. "**Emergency Services**" as used herein means an outbound voice call to the applicable public safety departments or emergency dispatch call centers in the User's jurisdiction (e.g., dialing "911" in North America, or "112" or "999" in Europe).

2) **Limitations Relative to Enhanced Emergency Services**; **Cost.** You acknowledge and agree that the Emergency Services provided hereunder have limitations relative to the enhanced (or similar) emergency services that are available on most traditional telephone services. Subject to the limitations set out in this Agreement, Emergency Services can be accessed, free of charge.

3) **Emergency Services Devices and Initiation:** Emergency services will only function if your User(s) are using an approved device, equipment or software and after your Service Order has been processed and you have received an emergency service confirmation. If your Users use non-approved equipment or software or attempt to call Emergency Services prior to confirmation, the Emergency Services may fail or may be forwarded to a non-public, backup emergency answering service.

4) **Emergency Services Registration.** You acknowledge and agree that it may not be possible for emergency operators and authorities to identify the actual location of a User(s) who dials Emergency Services through the Cloud Services. Where you purchase Entitlements that include our SIP Services, we will register the following as the addresses where your Users will use Cloud Services and to which Emergency Services should be dispatched by default: (i) the address(es) listed on your Service Order, and (ii) if an online portal is made available with the Cloud Services, the address(es) entered in the online portal. It is your responsibility to ensure that such default address(es) are accurate and, if changed, that you notify us of such changes either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If emergency addresses registered are not accurate, emergency personnel (e.g. police, fire, ambulance) may be sent to the wrong address. In certain limited cases, an Emergency Services call may be routed to a wireless telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services dispatch center. In this case, emergency personnel will not have the User's registered location and/or phone number on file. Regardless of whether an emergency address has been registered, Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. If the User's registered address is different than the User's actual location, delays in handling of Customer's emergency call may be introduced and, consequently, result in fire, police or emergency personnel either not being able to find a User(s) location or significantly delay response time. Finally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of Emergency Services or calls to emergency service dispatchers where you and/or your Users have failed to update us with the User's correct address.

5) **Emergency service limitations**: Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of your Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or your failure to meet our minimum technical service requirements, if applicable, or (c) where your Entitlements do not include our SIP Services, failure or disconnection of third party SIP Services. Following a power outage, you or your Users may need to reset or reconfigure your equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (a) their call is unable to be completed, is dropped or is disconnected, (b) the User is unable to communicate their phone number, or (c) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services. When calling Emergency Services Users should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. You further acknowledge and agree (and you will cause your Users to do same) that we do not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any local emergency response center and we rely on third parties to assist us in routing emergency calls to local emergency response centers. Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

6) **Emergency Notifications.** Where you purchase United States Entitlements that include our SIP Services and such Entitlements are for use with Cloud Services which are capable of being configured to provide a

notification to another person or location that 911 has been dialed, without an improvement to the hardware or software of the Cloud Services, we will configure the Cloud Services to provide such a notification to the User(s)/Sites(s) which you identify and provide to us. You acknowledge and agree that you are solely responsible for (i) selecting the User(s)/Sites(s) to receive such emergency notifications, (ii) ensuring that such User(s)/Sites(s) remain accurate, and (iii) notifying us of required changes to the User(s)/Sites(s) either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If the Cloud Services are being configured for use by your Users across multiple Sites and you select Users at multiple Sites to receive emergency phone alerts, you acknowledge and agree that it is possible that an emergency phone alert may be answered by a User at a different Site than the caller. You represent, warrant and covenant that you will train your Users to handle emergency events including without limitation by creating and maintaining robust policies and procedures to ensure that an appropriate person at the Site where each emergency call is initiated is made aware of the call regardless of where the alert is answered. Should you request that we disable such notifications, you agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against us arising from or relating to us having disabled such notifications.

7) **Third Party Disclaimer**. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center, as well as any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

8) **Additional Disclaimer of Warranties.** We do not warrant that (a) Emergency Services will not fail, including but not limited to, in those circumstances in which you are using call forwarding, call redirection or blocking services, where the call fails to be delivered or is dropped for any reason where there is network congestion, device misconfiguration, power loss, broadband outages, third-party interference, where you have not paid your bill, and/or when the emergency callback number is configured to ring a phone at a different location than the User' VoIP device; or (b) enhanced Emergency Services, if available, will not revert back to traditional Emergency Services. It is your sole responsibility to back up Customer Data.

9) **Use Outside of Primary Market**. While Entitlements are intended for use within the jurisdiction identified on your Service Order (your "**Primary Jurisdiction**") the Cloud Services are nomadic by nature and may be globally accessible via a broadband Internet connection. You acknowledge that i) regulation of IP-based telephony services varies significantly from jurisdiction to jurisdiction, ii) certain internet service providers (ISPs) may impose contractual restrictions on the use of their services for IP-based telephony, and iii) Emergency Services may not operate outside of the Primary Jurisdiction.] Before using our Cloud Services in a jurisdiction outside your Primary Jurisdiction, you should consult with local counsel for advice regarding your use of such. You shall be solely responsible and liable for any violation of local law or breach of third-party contract terms resulting from such use, regardless of whether we have consented to such use.

10) **Performance**. You acknowledge and agree that available features of the Cloud Services including Emergency Services may be affected, impaired and/or disrupted by the quality, speed and usage of your (and your Users') broadband connection and/or third-party networks and will not function in the event of a power failure.

11) **User Consent**. You agree to ensure all Users (and potential Users) are aware of (and expressly consent to) the limitations of Emergency Services using the Cloud Services prior to their use of the Cloud Services.

12) **Customer Data**. Notwithstanding anything in Section 6 (Customer Data), we reserve the right to use, and to disclose Customer Data and Use Records to third parties if we determine, in our reasonable judgement, that such use or disclosure is necessary to provide an emergency warning.

10.1 JURISDICTION SPECIFIC TERMS FOR EMERGENCY SERVICES

1) Europe.
The following country specific Emergency Services terms apply generally to

Entitlements intended for use in the EEA In countries where directories are mandated by Applicable Law, we will provide directory providers with basic directory information in relation to you unless you elect not to be included in directories when you subscribe to the Services.

2) United Kingdom.
The following shall apply in respect of Entitlements intended for use in United Kingdom (as set out in your Service Order):
Subject to the emergency service terms, Emergency Services calls can be made within England, Wales, Scotland and Northern Ireland.
8) We will take reasonable steps to ensure that the transfer of numbers and subsequent activation is completed as soon as reasonably practicable in accordance with Applicable Law. You acknowledge that the timing of any such transfer can be impacted by certain technical and procedural requirements in relation to number transfers, including where we need to secure an agreement with another communications provider relating to number transfers. You may be entitled to claim compensation for delays caused by us in transferring numbers. You acknowledge that the quality of calls via the Cloud Services depends on the specification and availability of the underlying broadband and/or telecommunications services used by each party to the call.

Where applicable, details of our standard fees and charges for number porting purchased are available at: https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions.

3) Australia.
The following shall apply in respect of Entitlements intended for use in Australia (as set out in your Service Order):
The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers. We must comply with the Telecommunications Number Plan. In using the Cloud Services, you must not do anything that would be inconsistent with the Telecommunications Numbering Plan or that would adversely affect our ability to comply. Customer acknowledges that: (a) you has no ownership, interest or goodwill in any telephone numbers issued to you; (b) termination of the Cloud Services for any reason will result in immediate loss of all telephone numbers associated with a Service unless they are ported to another service provider prior to termination of the Service; and (c) if we provides Customer with an out-of-area number, you may not be able to port that number to another service provider in the future, and calls to and from the number will be charged as if you is located in the area identified by the number.
We will provide reasonable assistance to you if you have purchased a smart number from ACMA and request that it is connected to the Cloud Services.

4) Canada.
The following shall apply in respect of Entitlements intended for use in Canada (as set out in your Service Order):
VoIP 9-1-1 service has certain limitations relative to Enhanced 9-1-1 service that is available on most traditional telephone service. Mitel may disclose to the CRTC that you have acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement.

5) United States.
The following shall apply in respect of Entitlements intended for use in United States (as set out in your Service Order): Mitel may disclose to the FCC that you have acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement.

6) Belgium
The following shall apply in respect of Entitlements intended for use in Belgium (as set out in your Service Order):

If your Entitlements billed in Belgium provide you with five or less than Belgian phone numbers, and exercise your right to terminate for convenience pursuant to Section 7.7 (Termination by Customer for Convenience) within 6 months of your Service Activation date, you will only be required to pay us an amount equal to the

recurring Service Fees multiplied by the number of months remaining in the until the sixth month of your Entitlements.

Due to Belgian law, we are required to block Emergency Services within Belgium. You warrant that you will inform Users that Emergency Services are not available prior to their first Use. You agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a Claim made or brought against us arising from or relating to your failure to notify Users that Emergency Services are blocked.

11. Number Porting. If your Cloud Service Entitlements include our SIP Services, number portability may be available. In cases where number portability is available, we will take commercially reasonable steps to transfer the number in accordance with standard porting procedures between communications providers in your jurisdiction provided that your account contains accurate and complete information and is in good standing, including payment for all Service Fees**.** For clarity, porting a number to another service provider shall not release you of any fees otherwise due under this agreement.