

## MITEL HYBRID CLOUD FOR ZOOM - AVAILABILITY SERVICE LEVEL AGREEMENT

- 1) **Target Uptime.** Mitel will use commercially reasonable efforts to make available the Mitel Hybrid Cloud For Zoom Cloud Services (which allow communication and collaboration between Customer's Zoom Workplace application(s) and Customer's licensed Mitel product(s)) ("**Hybrid Cloud Services**") available to Customer in accordance with the Target Uptime percentage set out in section 3.
- 2) **Definitions.** Defined Terms not found herein shall have the meaning set out in Customer's Service Order.
  - (i) "**Downtime**" means any time during a calendar month in which one or more of the Hybrid Cloud Services features listed in Section 3 is not available for all licensed users for forty-five (45) continuous minutes or longer.
  - (ii) "**Force Majeure Events**" means any event or condition that directly or indirectly prevents Mitel from performing the Hybrid Cloud Services hereunder, is beyond the reasonable control of Mitel, and could not, by the exercise of due diligence, have been avoided in whole or in part by Mitel, and shall include, subject to the foregoing and without limitation: any act of God, natural disaster, earthquake, war, riot, civil war, blockade, insurrection, 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), service interruption by a cloud infrastructure provider, or connectivity delays with internet providers outside of Mitel's reasonable control.
  - (iii) "**Service Level Credit**" means a credit applied against future fees due under your Hybrid Cloud Services service order.
  - (iii) "**Total Scheduled Availability**" means 7 days a week, 24 hours a day in a calendar month, in minutes.
  - (iv) "**Actual Uptime**" means Total Scheduled Availability minus Downtime, in minutes.
  - (v) "**Actual Uptime Percentage**" means the Actual Uptime divided by the Total Scheduled Availability multiplied by 100 (Actual Uptime/Total Scheduled Availability X 100).
- 3) **Features & Target Uptimes Percentage**

Hybrid Cloud Services Features	Target Uptime Percentage
User provisioning, presence information exchange, Customer Content retrieval, and non-calling telephony features.	99.9%

- 4) **Service Level Credits.** If the Actual Uptime Percentage for one or more Hybrid Cloud Services Features identified in Section 3 during any calendar month is lower than the Target Uptime Percentage, you may claim a Service Level Credit in accordance with Section 5. If we confirm same, we will give you a Service Level Credit. The value of your Service Level Credit will be determined by multiplying your total monthly fee for your Hybrid Cloud Services excluding one-time charges for the Hybrid Cloud Services in the affected month by the credit percentage set out in the chart below. The Service Level Credit will be applied to your next monthly invoice. Service Level Credits are your sole and exclusive remedy in the event that the Hybrid Cloud Services Actual Uptime falls below the Target Uptime Percentage provided herein. For clarity, this Service Level Agreement is not applicable to Zoom delivered products and services resold by Mitel (e.g. Zoom Workplace) and no credits will be paid out under this Service Level Agreement for same

Target Uptime Percentage	Actual Uptime Percentage	Service Level Credit Percentage
99.9%	Less than 99.9% but greater than or equal to 95.0%	5%
	Less than 95.0% but greater than or equal to 90.0%	10%
	Less than 90.0%	30%

- 5) **Credit Request Procedure.** Service Level Credit claims must be submitted as a support case to Mitel within 15 calendar days of the affected month and must include:
- (i) The words “SLA Credit Request” in the subject line;
  - (ii) A list of the case number(s), dates, times, specific Hybrid Cloud Services features and number of users impacted by Downtime that you are claiming;
  - (iii) Any other supporting documentation of your claim.
- 6) **Exclusions.** Downtime does not include time during which Customer cannot access Hybrid Cloud Services as a result of: (i) Mitel performing regular or emergency maintenance, (ii) any problems caused by modifications to the Hybrid Cloud Service not made or authorized by us; or (iii) any problems resulting from customer combining or merging the Hybrid Cloud Services with any hardware or software not supplied by us, or not identified by us as compatible with the Hybrid Cloud Services, (iv) any problems resulting from the use of the Hybrid Cloud Services over any local area network, last mile network or wide area network not provided by us, or (v) service disruptions to the Hybrid Cloud Service caused by downtime or degradations on (a) the underlying premises or private cloud-based telephony platform and/or (b) services provided by Zoom (e.g. Zoom Workplace), (vi) any problems caused by hosted services that are under the control of third party suppliers to Mitel; (vii) Force Majeure Events; (viii) Customer’s negligent or willful acts or those of its Users; and (ix) Customer’s failure to implement commercially reasonable changes in equipment or software we recommend as essential to maintain service levels.