

Mitel CloudLink API v2

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By accessing or using the APIs or authorizing or permitting any individual to access or use the APIs You agree to be bound by these Terms of Use. If You are accessing the APIs on behalf of a company, organization, or another legal entity (an “Entity”), You are agreeing for that Entity and representing to Mitel that You have the authority to bind such Entity and its Affiliates to these Terms of Use, in which case the terms “You”, “Your” or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms of Use, You must not access or use the APIs.

Your use of the Mitel API’s made available by Mitel (the “API”) is Your **acknowledgment** to the following:

Definitions:

- **API(s):** means application programming interface and includes one or both of the following: source code, instructions, accompanying or related documentation, SDKs, executable applications, and other materials made available by Mitel, including, without limitation, through this website.
- **Applications:** means software applications developed by or for You that utilize or interact with the API supplied by Mitel.
- **Mitel:** means Mitel Networks (International) Limited on behalf of itself, its subsidiaries, and affiliates.

Limited Use

We make the APIs on this website available to you free of charge on a non-exclusive basis to assist with Your development and creation of integrations between Mitel applications and Applications. Mitel reserves the right to change its pricing policies for the API at any time in its sole discretion. Mitel shall attempt to provide You reasonable prior notice of such changes.

You are required to: (i) obtain and maintain a valid Mitel CloudLink account and authentication token (a “Token”); (ii) submit a request to Mitel for approval of Your Application, such approval is at Mitel’s sole discretion; and (iii) be a Mitel Authorized Partner and in good standing with Mitel. Upon acceptance of Your Application, Mitel will issue You a unique Client ID for your Application (“Client ID”), at which time, Mitel grants You a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to; (a) use and display the Mitel name and/or logo only to identify that the Application originates from the API; and (b) market, sell, distribute, use, perform, and display the Applications. In addition, Mitel may make an application listing service available for you to list Your Applications with a Client ID, in which case, you will be responsible to provide and maintain accurate contact information for any such listing.

You may use subcontractors in your development and creation of the Applications provided you: (i) do not share your Token with the subcontractors; (ii) do not permit subcontractors to create, use, or share the Applications for anyone but You; and (iii) You remain solely responsible for such subcontractors’ activities including indemnifying and holding Mitel harmless. Use of the APIs will be available to You until terminated by Mitel (the “Term”).

You shall: (a) not share Your Token or Client ID with any third party; (b) keep such Token, Client ID and all login information secure; (c) use the Token and Client ID as Your sole means of calling the APIs from your Application; (d) not substantially replicate products or services offered by Mitel, including, without limitation, functions or clients on platforms (such as iOS, Android, Mac, Windows) where Mitel offers its own client or a substantially similar function. By way of example only, You may not develop Applications for use on an iPhone® that would substantially replicate Mitel’s MiCollab mobile application for the iPhone. You agree that Mitel may develop and publish applications that are similar to or otherwise compete with Your applications; and (e) adhere to all terms and conditions of Your agreements with Mitel (e.g., the Partner Program

Agreement) including but not limited to prohibition of (i) defaming or disparaging Mitel, its products or services, and (ii) encouraging customers or prospective customers to breach a contract they may have with us, another partner, or a third-party.

If the APIs provide links to other websites owned by third parties, the content of such third-party sites is not within our control, and Mitel cannot and will not take responsibility for the information or content thereon. Links to such third-party sites are not to be taken as an endorsement by Mitel of the third-party site, or any products promoted, offered, sold, or discussed on such site. Mitel cannot and does not take responsibility for the collection or use of personal data from any third-party site nor do we accept responsibility for the accuracy of third-party advertisements.

You acknowledge that You are solely responsible, and that Mitel has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Applications. Without limiting the foregoing, You will be solely responsible for: (a) the technical installation and operation of Your Applications; (b) creating and displaying information and content on, through or within Your Applications; (c) ensuring that Your Applications do not violate or infringe the intellectual property rights of any third party; (d) ensuring that Applications are not offensive, profane, obscene, libelous or otherwise illegal; (e) ensuring that Your Applications do not contain or introduce malicious software into a service, any content, any service data or other data stored or transmitted using the service; (f) ensuring that Your Applications are not designed to or utilized for the purpose of spamming any Mitel end users, agents, partners, or personnel; (g) ensuring that Your Applications do not violate any applicable law or third party right; and (h) You may not access or use the APIs for any purpose if You are a direct competitor of Mitel.

Feedback

Providing constructive feedback on Your experience with the APIs is highly encouraged via the Mitel community forum and application submission process. You grant Mitel a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate into Mitel applications or otherwise use any suggestions, recommendations, or other feedback Mitel receives from You.

Support

Mitel is not obligated to provide any support or technical assistance for the APIs to you or your end users (if any) or your Application and you will not represent that Mitel is available to provide such support. You are solely responsible for providing all support and technical assistance to end users of your Application.

Security Review

In its sole discretion and at any time, Mitel may perform, at its cost, a security review of any of Your Applications to ensure that the Application complies with this Agreement, the EULA, or any other agreement between Mitel and You and that the Application does not threaten the security, integrity, or performance of any Mitel products or platforms (a “Security Review”). Mitel shall provide You reasonable prior notice of any Security Review. You shall provide Mitel, at no charge, full user-level access to the Application and shall reasonably cooperate with Mitel in the Security Review. Mitel may perform the Security Review itself or through

third parties on Mitel's behalf (and such third parties shall treat all information obtained through the Security Review as Confidential Information under this Agreement).

A Security Review may include, without limitation, any or all of the following steps: a) Your completion of a questionnaire; b) meetings or discussions at a reasonable time and place with Your developers; c) technical security testing by Mitel of the Application; and d) to the extent the Application uses software other than APIs, Mitel may perform penetration testing, remote application-level security testing, network-level security testing, and vulnerability threat assessments on such software.

In performing the Security Review, Mitel shall use commercially reasonable efforts to minimize any material adverse effect on Your Application. Notwithstanding the foregoing, Mitel shall not be liable for any adverse effects on such Applications that could not have been avoided or foreseen through commercially reasonable efforts.

Mitel shall inform You of any issues discovered during the Security Review and in reasonable detail. Mitel may immediately revoke the rights afforded You pursuant to this Agreement if it discovers any such issues, and You shall promptly cease distribution, support, and operation of the applicable Application.

A Security Review by Mitel shall not be deemed a warranty or certification of the applicable Application, nor shall it limit Your liability for the breach of, or waive Your compliance with, any provision of this Agreement.

You shall treat the occurrence of, results of, and any communications in connection with a Security Review as Confidential Information. For the avoidance of doubt, You shall not use such information in any marketing or advertising of Your Applications.

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