

## END USER LICENSE AGREEMENT

### Mitel AR 1.0

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##### if for mobile install:

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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.

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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.

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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.

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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.

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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.

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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.

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