

## MITEL MiCLOUD ACCEPTABLE USE POLICY

The Mitel MiCloud service is designed for general business use. This Acceptable Use Policy ("AUP") applies to all Mitel customers (each a "Customer" or "you") and is intended to assist in maintaining the integrity of our network and maintaining high performance standards. If you fail to comply with the AUP, Mitel may (in addition to any other rights or remedies it may have) suspend your service (if full or part), delete your communications or data and/or terminate your service agreement with Mitel ("Agreement").

### Fair and Reasonable Use

Customer is prohibited from utilizing the Mitel MiCloud service for anything other than making such services available to its employees, consultants, contractors, or agents who are authorized by Customer to use the Service ("Users") via the Mitel network, in accordance with all applicable federal and state regulations, and is specifically restricted from reselling the Mitel service to other telecommunications carriers or customers who may least cost route their traffic to the Mitel network via Customer.

Customer is limited to 2500 minutes per User per month inclusive of both local and long distance calls. In the event Customer exceeds their number of minutes, Mitel has the option to (i) charge Customer at a rate of \$0.03 per minute for each minute over the 2500 threshold per User; and/or (ii) adjust Customers plan and/or (iii) terminate their Agreement

Customer must keep a 70/30 Regional Bell Operating Company ("RBOC") to IT Operating Company ("ITOC") calling mix or a \$0.02 per minute surcharge will be apply to the per-minute rate for all minutes. All usage is billed based on all "Completed Calls", which is defined as all calls received by Mitel from the Customer or terminated by Mitel on behalf of the Customer that receive answer supervision. Call completion rate must be a minimum of 90% of all calls made by Customer with the average call duration over 30 seconds or a \$0.02 per minute surcharge will be applied to all minutes. Customers using automatic dialing equipment must dial a minimum of 5 NPA's at a time so Mitel network capacity is not compromised by targeted calling efforts.

For Customers that purchase a Toll-Free number service, toll-free numbers are automatically provided with access available from Alaska, Hawaii, Canada, Puerto Rico and the US Virgin Islands as well as the continental US. Customer is responsible for all charges associated with the use of toll free numbers terminated to the Mitel provided service

The Outbound Long Distance price includes usage to Alaska and Hawaii provided that the traffic to those destinations does not exceed 1% of the total Outbound Long Distance traffic offered, otherwise, traffic to those locations would be subject to a pricing review

All outbound service will be billed based on the service address of the Customer. In the case where customer traffic patterns are not in compliance with the above listed parameters, Mitel has the right to change pricing within 15 days written notice on domestic services and within 5 days on international services. Mitel will have the right to terminate offending Users without notice; however, Mitel will make efforts to contact Customer before any service is suspended.

Other traffic premium applies to collect, person to person or other RBOC second party billed calls.

### Prohibited Uses

Customers shall not (and shall ensure that its Users do not) use the MiCloud Services:

- (a) To send or receive any content which is obscene, defamatory, offensive or infringes any third party rights (including intellectual property rights);
- (b) For any purpose which breaches applicable laws or regulations or which is in breach of the Agreement;
- (c) To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of solicitation or spam;
- (d) To impersonate any person or entity or otherwise misrepresent your, or Mitel's, relationship with any person or entity;
- (e) To attempt to gain unauthorized access to, or cause or attempt any interference, in whatever form, with the proper working of any Mitel service, network or software;
- (f) To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (g) To use IRC servers or bots connected to public IRC networks or servers;
- (h) To circumvent User authentication or security of any host, network or account; or
- (i) Otherwise in breach of any instructions issued by Mitel from time to time.

### Security and Penetration Testing of Mitel Managed Services

Any form of security testing (also known as penetration testing) on any system managed by Mitel is subject to Mitel's prior written authorization. The request for authorization is to be submitted to Mitel representative giving at least five (5) working days' notice. Authorization request should include the scope of the testing activity as well as planned start and end times. Mitel technical teams will then review the request and identify the set of addresses / systems that can be included in the testing activity and issue an authorization e-mail to the customer.

### Changes to this Policy

We may revise this acceptable use policy at any time by publishing it on our webpage. You are expected to check this page periodically to take notice of any changes we make, as they are legally binding on you. Amendments shall automatically come into effect 30 days after being posted on the website. Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere on our website.

### Waiver and Severance

Any failure or delay in exercising or enforcing this policy shall not constitute a waiver of this policy or of any other right or remedy.