

MITEL CLOUD SERVICES – GLOBAL TERMS OF SERVICE

Before using our Cloud Services (as defined below), please read these Global Terms of Service ("Terms"). These Terms, and all documents referred to in them, and any amendment or addendum referencing these Terms entered into by the parties in combination with your Service Order, form a binding agreement between you and us ("Agreement"). Pursuant to this Agreement, you and Users will be provided with access to the Mitel Cloud Services. Defined terms not defined herein will have the meaning set out in the Service Order.

1. **DEFINITIONS.** As used herein: "**Acceptable Use Policy**" means Mitel's Acceptable Use Policy found at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>. "**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. "**Cloud Services**" means the cloud services as set out in your Service Order. "**Customer Content**" has the meaning set out in the additional Cloud Service specific terms. "**Customer Data**" means data in electronic form managed, transmitted, stored, or otherwise processed, by the Cloud Services on behalf of Customer, or its Users. Customer Data includes without limitation Provisioning Information and Customer Content but does not include Metadata or Confidential Information. Customer Data may come from third party integrations. "**Documentation**" means training, marketing, and demonstration materials, diagrams, test plans, and work flows provided by us in support of the Cloud Services. "**Emergency Services**" 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). "**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 about a User which is used to provision the User on the Cloud Services, and where required, to provide to the Cloud Services to the User (e.g. first name, last name, user-name, IP address, phone number, phone extension, e-mail address). Provisioning information may come from third party integrations. "**SIP Services**" means the session initiation protocol services over which voice communications are connected to the public switched telephone network and delivered. "**User(s)**" means users of the Cloud Services such as employees, consultants, contractors or agents of Customer who have been assigned Entitlements and associated Cloud Services logins and passwords. "**Use Records**" has the meaning set out in the additional Cloud Service specific terms. "**You**" or "**your**" means the Customer as specified in the Service Order. Any terms not defined here shall have the meaning set out in the Service Order.

2. THE SERVICE AND USE OF THE SERVICE IN GENERAL

2.1 Use of the Service. During the term of your Entitlements, you and Users may use the Cloud Services and Documentation solely for internal business operations in accordance with this Agreement. You may use and reproduce the Documentation solely as necessary to support use of the Cloud Services.

2.2 Service Revisions. 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. Notwithstanding the foregoing where, in our sole opinion, a change will cause a material detrimental impact on use of the Cloud Services (a "**Detrimental Change**"), we will provide sixty (60) days prior written notice (email or if an online portal is made available with the Cloud Services, posting notice at the portal will suffice). In the event of a Detrimental Change, you may, at no cost, terminate the affected Entitlements 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.

2.3 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 a broadband connection and/or third-party networks.

3. CUSTOMER RESPONSIBILITIES & RESTRICTIONS

3.1 Service Rules of Use. You will obtain all permits, licenses and authorizations or certificates that may be required in connection with your activities and User's use of the Cloud Services. You will require that Users comply with the Acceptable Use Policy, Documentation and Applicable Law. You will not, and you will ensure Users are aware that Users cannot: (i) provide Cloud Services passwords or other log-in information to any third parties other than Users; (ii) share non-public Cloud Services features or content with any third party; (iii) access the Cloud Services in order to build a similar or competitive product or service; (iv) 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 or end users; and (v) use our network or Cloud Services to export, re-export, transfer or make available, whether directly or indirectly, any regulated file, item or information without first complying with all applicable export control laws and regulations, trade and economic sanctions, government export exclusions lists, embargos and terrorist controls.

3.2 Unauthorized Access and Investigations. You will, and you will require that Users, take all reasonable steps to prevent (i) unauthorized access to, or improper or fraudulent use of, Cloud Service accounts or the Cloud Services, and (ii) a breach of security (each an "**Incident**"). You will immediately notify us of any known or suspected Incident and will use best efforts to stop an Incident and will require Users to notify you of such. If we suspect, or become aware of, an Incident, we may investigate, and you will and will require Users to cooperate in any such investigation. We reserve the right to inform any applicable government of the investigation. We shall not be liable to you or Users for any damages whatsoever resulting from an Incident. You agree to provide a single point of contact to work with us on Incidents, and fully cooperate with us (and any regulator) to address same. At our request, you will document any actions taken in response to Incidents) and provide us with a copy of such documentation.

3.3 Customer Responsibilities/Liabilities. You are responsible for: (i) any customer responsibility requirements detailed in a Service Order; (ii) ensuring that the configuration of the Cloud Services, including any roles and permissions assigned therein, meet your and the Users requirements and all applicable security, legal, regulatory and compliance requirements; (iii) Customer Data; and (iv) use of accounts provided in connection with this Agreement, whether authorized or not.

4. CUSTOMER DATA

4.1 Instructions. You instruct us to process Customer Data and Use Records in accordance with the terms and conditions of this Agreement. We warrant that 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, except as otherwise agreed in your Service Order. Notwithstanding anything in this Section 4 (Customer Data), we reserve the right to use, and to disclose Customer Data (excluding Customer Content) 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) for the provision of Emergency Services, where applicable; (d) to investigate suspected fraud or other illegal activity; (e) subject to Section 4.4 (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. With respect to Customer Content, we reserve the right to use and to disclose Customer Content to third parties where (i) we determine, in our reasonable judgement, that such use or disclosure is necessary, subject to Section 4.4 (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 the Users each have all rights and consents (and have made all requisite disclosures) necessary: i) for us to process Customer



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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 except if otherwise specified in your Service Order. 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 Third Party Integrations. To the extent you utilize the Cloud Services to integrate a Mitel solution with a third-party solution, you acknowledge and agree that the Cloud Services will facilitate (e.g. via login tokens and APIs) Customer Data and Use Records being programmatically shared between the Cloud Services and the third-party solution such that the integration can function and you instruct and authorize us to allow so. Mitel does not monitor what Customer Data and Use records are programmatically requested by the third-party solution and Mitel has no control over, nor responsibility for, the third-party solution including the security thereof, nor Customer Data, or Use Records in the possession of the third-party solution. Mitel is not liable for the third-party solution provider, or the third-party solution including any data breach therein or any authorized access to the Cloud Services resulting from Cloud Services login tokens which are lost by the third party. You must review the third-party solution including its data policies such as its data retention and security policies.

4.3 Accuracy & Retention. You are solely responsible for Customer Data and represent and warrant that all information provided to us will be true to the best of your knowledge. You acknowledge and agree that: (i) the Cloud Services provide a passive conduit for Customer Content and you and your Users (and not us) are solely responsible for such Customer Content; and (ii) the Cloud Services are not intended for long-term storage of Customer Data. We warrant that we will 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 (or put beyond practicable use) in accordance with our data retention policy made available at <https://www.mitel.com/en-ca/legal/mitel-cloud-services-terms-and-conditions>. 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 Customer Content which violates this Agreement, we reserve the right to delete such Customer Content immediately and without notice.

4.4 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, or the provider of the any third party integration, to allow you, or the third party, to seek a protective order or otherwise to contest such required disclosure or movement at your/their sole expense, prior to making any disclosure or movement.

4.5 Excluded Data. Except where we have provided you with express written authorization, you represent, warrant and covenant that you, and require that 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 protected health Information under the Health Insurance Portability and Accountability Act of 1996, as personally identifiable financial information under the Gramm-Leach-Bliley Act, as data controlled by the U.S. International Traffic in Arms Regulations, as personal information under the Children's Online Privacy Protection Act and as "Core and/or Important Data" under the laws of the People's Republic of China (to the extent to which such laws relate to Excluded Data, 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. Telecommunication Service Provider

5.1 Mitel Not a Telecommunication Service Provider. Except otherwise stated, Customer acknowledges and agrees that Customer is responsible for its own PSTN connectivity and Mitel is not Customer's telecommunications service provider. Mitel is not responsible for telecommunications regulatory compliance and Mitel does not provide Emergency Services. Customers shall consult with their telecommunications provider to understand Emergency Service limitations associated with their PSTN services, if any.

5.2 Disclaimer of Liability. We disclaim all responsibility for the conduct of Customers telecommunications provider of choice, 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. You agree to defend, indemnify and hold us and any of our third-party provider(s) harmless from any and all third-party claims, losses, damages, fines, or penalties arising out of (i) PSTN connectivity procured by you including your failure to procure emergency services, (ii) you or your users' provision of incorrect information, including incorrect addresses, or failure to update your or users' locations consistent with applicable law; (iii) your failure to properly notify any person who may place calls using the emergency calling services of the emergency calling limitations; (iv) the absence, failure, or outage of emergency service dialing using the Services for any reason; (v) the inability of any user to be able to dial emergency services or to access emergency service personnel for any reason, and (vi) conduct of Customers telecommunications provider of choice

6. SUSPENSION

6.1 Service Suspension. Except to the extent precluded by Applicable Law, we may at our sole discretion, and without prior notice to you, suspend (or any 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, the Documentation or Applicable Law; (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.

6.2 Termination by Mitel. In addition to our suspension rights set out in Section 6.1 above, we may terminate your Entitlements purchased in your Service Order: (i) upon thirty (30) days' prior written notice if: (a) you (or any User) breach the Agreement and such breach remains uncured at the expiration of such period; or (b) you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (ii) with at least 90 days' notice 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, (iii) with immediate effect if your account is suspended and such suspension is not your first suspension, and (iv) in the event that Mitel terminates substantially all customer contracts in your jurisdiction for the platform which delivers your Cloud Services (e.g. Mitel provides an end of life notice for a cloud services platform) provided that: (a) Mitel will provide you with at least 60 days' written notice of termination; and (b) you will not be liable for any Entitlement Service Fees in respect of any period after the date of termination and, to the extent that you have prepaid any Entitlement Service Fees in respect to any period after the termination date, Mitel will refund you the Service Fees paid by you in respect of such period. In the event Mitel terminates in accordance with (i) or (iii) above, we will close your account and you agree to pay us, within thirty (30) days of the effective date of termination, all outstanding amounts and any early termination fee. The parties agree that the Early Termination Fees are a reasonable estimate of anticipated actual damages and not a penalty.



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6.3 Termination by Customer for Breach. You may terminate your Entitlements under your SO upon thirty (30) days' prior written notice if we materially breach these Terms and such breach remains uncured at the expiration of such period.

6.4 Effect of Termination. Upon termination of your Entitlements, Users shall cease all use of the applicable Cloud Services and delete, destroy, or return to us all copies of the applicable Documentation in your or their 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. We may retain billing records (and breakdowns) for at least twelve (12) months following termination.

7. IP & FEEDBACK

7.1 Ownership. Subject to the limited rights expressly granted hereunder, we reserve all right, title and interest in and to: (i) the Cloud Services; (ii) any and all Documentation and any of our Confidential Information provided or disclosed to you and Users; (iii) any and all derivatives, enhancements or improvements of the foregoing (i) or (ii); and (iv) any and all intellectual property rights contained in the foregoing (i), (ii), and (iii). No rights are granted to you except as expressly set out in this Agreement.

7.2 Feedback. You and 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 or proprietary information, 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 or confidentiality restrictions.

8. WARRANTIES & DISCLAIMERS

8.1 Disclaimer of Warranties. Except as expressly provided herein, (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 or User 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; (iv) Customer Data will not be lost or corrupted; (d) Emergency Services used with the cloud services, if applicable, 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's VoIP device; or (e) enhanced Emergency Services, if available, will not revert back to traditional Emergency Services. It is your sole responsibility to back up Customer Data and to ensure that all information required to deliver automated dispatchable location (e.g., office/campus map) and/or other information required to identify Users' precise locations is and remains accurate.

8.2 No Hazardous Environments. Unless expressly stated in your Service Order, You acknowledge and agree that the Cloud Services are not sufficiently fault-tolerant for life-safety operations and neither is designed, manufactured or intended for use in or in conjunction with control equipment in hazardous environments, including without limitation the operation of nuclear facilities, aircraft navigation or critical communications systems, air traffic control, life support devices or transportation control. You will not and will require that Users will not use the Cloud Services for any purpose listed in this Section 8.2 and we will have no liability as a result of any attempt to do so.

9. LIMITATION OF LIABILITY

9.1 LIMITATION, EXCLUSION AND APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT SHALL WE BE LIABLE FOR THE FOLLOWING DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE IMPLEMENTATION SERVICES, THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING WITHOUT LIMITATION USE AND/OR FAILURE OF EMERGENCY SERVICES OR THE CONDUCT OF ANY LOCAL EMERGENCY RESPONSE SERVICE CENTER OR NATIONAL EMERGENCY RESPONSE SERVICE CENTER, OR HARDWARE: (A) ALL INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; AND (B) ALL DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST, HACKED OR CORRUPTED DATA, UNAUTHORIZED ACCESS TO DATA OR THE CLOUD SERVICES, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE, HARDWARE OR SERVICES; (II) IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE IMPLEMENTATION SERVICES, THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING WITHOUT LIMITATION USE AND/OR FAILURE OF EMERGENCY SERVICES OR THE CONDUCT OF ANY LOCAL EMERGENCY RESPONSE SERVICE CENTER OR NATIONAL EMERGENCY RESPONSE SERVICE CENTER, AND ANY HARDWARE EXCEED THE AMOUNTS RECEIVED BY MITEL FROM YOU (OR FROM YOUR MITEL AUTHORIZED RESELLER) FOR THE APPLICABLE ENTITLEMENTS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND (III) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (B) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO US; AND (C) TO US, OUR AFFILIATES, AND THEIR RESPECTIVE SERVICE PROVIDERS AND SUPPLIERS, SUCCESSORS AND ASSIGNS AND (D) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.2 Time Limit. No action arising out of this Agreement may be brought by Customer more than eighteen (18) months after the cause of action has arisen.

10. INDEMNIFICATION

10.1 Our Indemnification Obligations. Subject to 10.2, we will indemnify, hold harmless and defend you against any loss, damage or cost (including reasonable legal fees) incurred in connection with claims, actions, demands, suits, or proceedings (each a "Claim") made or brought against you by a third party alleging that the Cloud Services and/or the Documentation infringes a valid United States, Canadian, United Kingdom or European intellectual property right other than a patent reading on a standard (e.g. IEEE) whether essential or not. This section 10.1 shall not apply to any Claim resulting from: (a) the combination of the Cloud Services with any hardware, software, system, or service which is not owned, supplied, and/or developed directly by us; (b) our implementation of any design you or Users provide to us; (c) your or Users failure to implement corrections or modifications provided by us if implementation would prevent the infringement, or (d) your or Users alteration or modification of the Cloud Services. This Section 10.1 states our sole liability and your exclusive remedy for any Claims covered under this Section 10.1. In the event of an intellectual property right Claim, we may in our sole option and without further obligation to you either (a) obtain the right for continued use of the Cloud Services and Documentation; (b) replace or modify the Cloud Services and Documentation so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate this Agreement.

10.2 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; (vii) any third party integration, and (viii) your failure to properly inform Users of the applicable obligations under this Agreement in advance of and during the provision of services, including, but not

limited to, those with respect to the emergency service limitations.

10.3 Mutual Provisions. 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 party 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 we are defending a claim against us, 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 we have requested you to defend a claim, and we, at any time, have a reasonable basis to believe that you cannot or may not be able to fulfill your obligations under this Section 10, then, without limiting your obligations under this Section 10, we shall be entitled to provide you notice that we have decided to become the defending party, and thereafter to assume control of the defense and/or settlement of any such claim. Once we have notified you that we will be seeking an indemnity, unless otherwise expressly agreed in writing, all communications (including the notice) will be deemed our confidential information, which you may not disclose to any third party, other than your legal advisors, without our prior express written permission, and in addition, all communications in respect of any such claim shall be subject to common interest privilege.

11. GENERAL

11.1 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.

11.2 Changes. We may make changes to these Terms and any document referred herein from time to time by posting a new version at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>. The changes are effective and deemed accepted by you on the date the new version is posted. However, if we modify the Terms in a manner which, in our sole opinion, is likely to cause a material detrimental impact on you or Users (e.g. if we significantly reduce rights or increase 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 (by invoice, email or, if an online portal is made available with the Cloud Services, posting notice at the portal). If during the thirty (30) day notice period, you provide us with a written objection directly the changes will not become effective until the renewal of your Entitlements. Nothing in this Section 11.2 will relieve you of payment of any already incurred Service Fees.

11.3 Notices. Except as otherwise set out in the Agreement, any notice provided hereunder shall be in writing and delivered by hand or sent by registered mail or courier to the address set out below and will be effective and deemed delivered upon receipt. Notwithstanding the foregoing, we may send Customer 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. If to us, the address set out in Section 15.1 with a copy to our legal department at 4000 Innovation Drive, Kanata, ON, K2K 3K1. If to Customer, the address will be the address set out in Customer Service Order or the online portal, where available.

11.4 Use Outside of Primary Market. While Cloud Services are intended for use within the jurisdiction identified on your Service Order (your "Primary Jurisdiction"), 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 used in association with the Cloud 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 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.

11.5 Export Control and Compliance with Laws.

11.5.1 Customer agrees not to directly or indirectly, grant access to or use the Cloud Services in any country to which export, transmission or access is restricted by regulation, statute, or other law, without first complying with all laws and regulations that may be imposed by such country and obtaining any authorization if required from any other governmental entity that may have jurisdiction over such access, use or transmission.

11.5.2 Customer shall comply with all applicable sanctions, embargoes and (re)export control regulations, and, in any event, with those of the European Union, the United States of America and the jurisdiction in which the Cloud Services are made available to Customer (collectively "Export Regulations"). In particular, Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) access or use the Cloud Services from any location prohibited by or subject to comprehensive sanctions including but not limited to Russia, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine, or (ii) grant access to, transfer or otherwise make available the Cloud Services to any individual or entity designated on a sanctioned party list under the Export Regulations.

11.6 Force Majeure We will not be liable for any failure or delay in our 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.

11.7 Survival. Without limiting the generality of the survival clause in the Service Order, the parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations set out in these Terms are essential to the parties' entering into the 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.

ADDITIONAL TERMS FOR MITEL HYBRID CLOUD FOR ZOOM

1. “Customer Content” means (i) recordings, and/or transcriptions, of customer communications stored on customers MLTS (e.g., chats, video and voice calls streams, file transfers, documents, voicemails) which are retrieved by the Cloud Services from customer’s MLTS and delivered to a third party integration (and vice versa) via the Cloud Services, and (ii) User presence information and user activity information (e.g. call details records) exchanged between the customer’s MLTS and a third party integration via the Cloud Services.

2. “Use Records” means records pertaining to Users’ use of the Cloud Services including logs related to access, modification, or deletion of Customer Content and/or use of features.

3. Customer MLTS. Customer acknowledges and agrees that the Cloud Services are dependent upon customer’s multiline telephone system (“**MLTS**”) which is solely in customer’s control and for which Customer, and not Mitel, is solely responsible for installing, managing and operating. The Cloud Services will not function properly, if at all, if the MLTS is not properly configured, and available. Customer is solely responsible for the MLTS’ compliance with law and Customer agrees to defend, indemnify, and hold Mitel harmless from any third party claim arising from or relating to any non-compliance (e.g. due to a failed Emergency Services call).

4. Emergency Services. The Cloud Service may be used to configure Zoom Workplace clients such that they are capable of initiating Emergency Services calls using Customer’s MLTS (over PSTN connections procured by Customer and available to such MLTS.) Any such interoperation may require specific configuration of Customer’s MLTS and third-party service integration. Such configuration may include configuration necessary to transmit automatic dispatchable location with outbound Emergency Services calls routed via Customer’s MLTS and customers PSTN connectivity as well as configuration of any “central notification system”. Customer is solely responsible for (A) understanding any emergency service limitations present on customer’s MLTS system including those resulting from Customer MLTS configuration and/or choice of PSTN provider and (B) configuring any emergency service including dispatchable location and central notifications. “Dispatchable location” means a location that consists of a validated street address, plus additional information such as suite, apartment or similar information necessary to adequately identify the location of the device.

5. Acceptance of Limitations. By accepting this Agreement, you acknowledge that: you have received and understand the information regarding the limitations of the Emergency Services; you are required to ensure Users are made aware of these limitations and expressly consent to them prior to access to the Cloud Services; and you each assume the risks associated with such limitations.