

Zoom Availability Service Level Agreement Supplemental Terms and Conditions

Before purchasing the Eligible Services (as defined below), please read these Zoom Availability Service Level Agreement Supplemental Terms and Conditions (“**Zoom SLA Terms**”). These Zoom SLA Terms and any amendment or addendum referencing these terms entered into by the parties, in combination with your Service Order and statement of work, form a binding agreement between you and us (the “**Agreement**”). Pursuant to this Agreement, you will be provided the Eligible Services.

1. Definitions.

- a. “Customer Agreement” means the agreement between Customer and Mitel pursuant to which the Customer obtains the Eligible Services.
- b. “Downtime” means the Eligible Services were not available to the internet due to causes within the reasonable control of Zoom other than Excused Downtime.
- c. “Eligible Services” means the Services, but does not include: (i) any component thereof that consists of beta services, free trials, test environments, or times during which Customer is offered a free period, except where the free period is included in a one or more year term, and the Service Fees for the affected Service in the Service year for which the free period occurs have been fully paid (example below); (ii) Services that are designated by Zoom as ineligible for service level agreement coverage and credits; or (iii) a Service that is impacted by another Service’s Downtime but is not otherwise experiencing its own Downtime. For example, if a Customer signs a 3-year term with the first three (3) months of Services being free, provided that the Customer prepays the first twelve (12) months of Services, the Services in first three (3) months during which Customer obtains the Services for free are considered to be Eligible Services.
- d. “Excused Downtime” means any time periods (as a total number of minutes) attributable to Excluded Factors, as defined in Section 4 below, or Zoom’s performance of Scheduled Maintenance.
- e. “Monthly Availability Per Service” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- f. “Monthly Downtime Percentage” means the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- g. “MSRP” shall mean such license price that is referenced as MSRP in the Channel Price List in effect at the time of Customer signing the Customer Agreement, and which price shall remain the same for all calculations using MSRP under these Zoom SLA Terms for the duration of the term of the Customer Agreement. Upon request, Mitel shall disclose the MSRP to the Customer for the purpose of calculating service credits due to such Customer. Customer shall treat MSRP as Confidential Information.
- h. “Scheduled Maintenance” means any period of Downtime related to maintenance, upgrades, updates, enhancements, or modifications to the Eligible Services, or any related software, hardware, network, or other technology used to deliver the Eligible Services.
- i. “Services” means the Zoom cloud services set forth in Zoom’s Services Description located at <https://explore.zoom.us/en/services-description/> and purchased by Customer from Mitel via a Service Order.
- j. “Service SKU(s)” means the unique identifiers assigned by Zoom to each individual offering of the Eligible Services.
- k. “TOS” shall mean the Zoom Reseller Customer Terms of Service located at <https://explore.zoom.us/en/eula-terms-of-service/>, unless Customer and Zoom have entered into a written End User License Agreement (“**EULA**”), in which case “TOS” shall refer to the EULA.

2. Service Level Agreement.

During the subscription term identified in the Service Order, Zoom will use commercially reasonable efforts to achieve a target Monthly Availability Per Service of 99.9% for the Eligible Services, excluding Excused Downtime (the "Zoom SLA Terms").

In case of suspected Downtime, Customer will notify Mitel in writing of any suspected Downtime and explicitly authorize Mitel to represent Customer, so that Mitel can create a support ticket with Zoom on behalf of Customer. The support ticket must be created during the Downtime in order to check Customer's eligibility for service credits. Failure to create the support ticket during the Downtime will render Customer ineligible for service credits under the Zoom SLA Terms. Support tickets cannot be raised directly with Zoom and Service level credit claims made directly to Zoom will be rejected.

The support ticket must include (i) an approximate timestamp of the outage, which must align with outages reported at <https://status.zoom.us/>, and (ii) to the extent the Customer has the capability to do so, any supporting details of the estimated number of Customer licenses per Service SKU impacted by the suspected Downtime.

If Zoom conducts an investigation and finds that it did not meet the Zoom SLA, and if Customer meets its obligations as set forth herein, Customer may be eligible to receive the service credit described below from Mitel. Customer acknowledges and agrees: (1) Customer may not claim any service credits directly from Zoom with respect to the Eligible Services Customer subscribes to through Mitel; (2) Mitel shall not be obligated to pay any service credits until Mitel receives the related service credits itself; and (3) except as otherwise agreed in the Customer Agreement, any service credits received from Zoom shall be the Customer's sole and exclusive remedy with respect to the Downtime. Subject to the foregoing, Service level credits will be applied to Customer's account against future charges for the SKU which incurred the Downtime within 90 days of the end of the month in which the Downtime occurred.

3. Service Credits.

Subject to Customer's compliance with the terms set forth herein, in the event Zoom does not achieve the Monthly Availability Per Service, Customer will be eligible to receive a service credit from Mitel in an amount equal to the outcome of the calculations below:

Credit Level for Service SKUs affected by Downtime:

Table 1

Monthly Availability Per Service* - Range (%)	Credit Level, calculated as a % of the Service SKU MSRP**
≥ 99.9	0%
98.0 < 99.9	20%
<98.0	50%

* Calculated as follows:

Monthly Availability Per Service = $1 - \frac{[\text{AffectedCustomerLicenses}(\#) * \text{DownTime}(\text{minutes})]}{[\text{TotalCustomerLicenses}(\#) * \text{NumberofDaysPerMonth} * 24\text{hours/day} * 60\text{min/hour}]}$

Credit Amount for Individual SKUs = Credit Level x MSRP** x #Licenses Impacted

Credit Amount for Bundled SKUs = Credit Level x Service Allocation Factor*** x MSRP** x #Licenses Impacted

Total Service Credit Amount = Cumulative amount of the credit amount for the affected Service SKUs impacted by Downtime.

** For quarterly, annual or multi-annual prepaid Service SKUs, this is calculated as the MSRP of the full subscription divided by the number of months of the subscription. For example, for a twelve (12) month prepaid Service SKU, the calculated monthly MSRP would be the full MSRP divided by twelve (12) months.

*** Where Zoom combines multiple Services into a single Service SKU (“**Bundled SKU(s)**”), the applicable service credit will be calculated using the percentage of the Bundled SKU price applicable to the affected Service SKU.

Table 2 below sets out Zoom Bundled SKUs and provides a breakdown of each Service percentage within a Bundled SKU price (the “**Service Allocation Factor**”). For clarity, if multiple Services are down the Service Allocation Factors are summed up.

Table 2

Zoom License SKUs	Zoom Meeting	Zoom Phone ¹	Zoom Rooms	Zoom Webinar	Zoom Sessions
Zoom Workplace Pro	100%				
Zoom Workplace Pro Plus	40%	60%			
Zoom Workplace Business	100%				
Zoom Workplace Business Plus	50%	50%			
Zoom Workplace Enterprise	45%	40%		15%	
Zoom Workplace Enterprise Plus	40%	35%	10%		15%
Zoom Workplace Enterprise Premier	30%	50%	10%		10%
Zoom Workplace Enterprise Essentials	70%		15%	15%	
Zoom Phone Pro		100%			

¹ Zoom Phone includes Zoom PSI services. For clarity, Workplace add-ons are not eligible for service credits. Therefore, Downtime of add-ons will not impact calculation

4. Factors Excluded from the Zoom SLA Terms. The availability of the Eligible Services can be impacted by factors that Zoom is not able to control. These Zoom SLA Terms apply only to the extent that the issue(s) impacting availability are within Zoom's control. The Zoom SLA Terms do not apply to any circumstances outside of Zoom's control or to the extent that any one or more of the following factors impact availability (collectively, the "Excluded Factors"):

- a. Issues with hardware, software, systems (including operating systems), network equipment or other services (including internet access services) supplied to the Customer by a third party (including internet service providers, network service providers or telecommunications service providers) and issues arising from factors within the reasonable control of the Customer.
- b. Network and equipment failures in networks and equipment that are not owned or controlled by Zoom, including for example, failures in carrier networks not owned or controlled by Zoom.
- c. Issues arising from the Customer's use of hardware, operating systems, firmware versions, and end points (including but not limited to laptop, PC, smartphone, tablet, desk phone hardware and operating systems).
- d. Issues arising from the Customer's account administration errors (including errors in Customer configuration) or end user errors.
- e. Issues arising from natural disasters, fires, floods, earthquakes, landslides, acts of war, acts of terrorism and industrial action or other force majeure events.
- f. If the law (including a determination, order by a regulator or requirement of a binding industry code or standard) allows or requires Zoom (or its suppliers) to take an action that impacts the Customer's Service(s), including if providing the Eligible Services to the Customer or to a user may present a legal or regulatory compliance risk, or if Zoom otherwise exercises a right of suspension, disconnection, or termination of the right to use the Eligible Services ("Service Impacting Action").
- g. Customer or user's actual or reasonably suspected fraud, breach of the TOS, or violation of any Acceptable Use Guidelines, Acceptable Use Policy, Reasonable Use Policy, or any other similar Zoom standards, policies, or guidelines applicable to the use of the Services.