

Mitel License Agreement

FEBRUARY 2018, VERSION B



This is a license agreement between you, the customer, and Mitel Networks Corporation, (herein "Mitel"). By commencing using the software **Mitel MiContact Center Enterprise** (herein the "Licensed Programs"), you agree to be bound by these terms and conditions of this software license agreement (herein the "Agreement"). Therefore, do not commence using any of the Licensed Programs until you have carefully read and understood the following terms and conditions.

1. LICENSE GRANT

Mitel grants you (below the Customer) a personal non-exclusive, non-transferable, non-sublicensable and revocable (as set out in clause 6) right to use the licensed number of copies of Licensed Programs on Customer's own computers, servers or networks for which the Customer has purchased the license.

2. LIMITATION ON USE

The Customer shall not use the Licensed Programs for any purpose other than as permitted in this Agreement or make them available to unauthorized third parties. In particular, the Customer shall NOT:

- (a) copy the Licensed Programs, except for back-up purposes;
- (b) reverse engineer, decompile, translate, rearrange, disassemble, modify, alter or otherwise adapt the Licensed Programs or the documentation accompanying it (herein the "Documentation");
- (c) not create derivative work using the Licensed Programs or Documentation; and
- (d) rent, lease, sub-license, assign or otherwise transfer the Licensed Programs or any portion thereof.

3. LIMITED WARRANTY

3.1 Mitel warrants for a period of ninety (90) days from the date of delivery that the Licensed Programs will substantially conform to the specifications in the Documentation and that the media on which the Licensed Programs are provided will be free from defects in material and workmanship under normal use. Mitel does not warrant that the Licensed Programs will function error-free, without interruption or that they are compatible with all equipment and program configurations.

3.2 During the warranty period of ninety (90) days, Mitel's entire liability and the Customer's exclusive remedy shall be, at Mitel's option, either to refund the fees paid, or to repair or replace the non-conforming Licensed Program or defective media, provided:

- (a) the media and the Licensed Program have been used according to instructions by Mitel under normal conditions and not been subject to damage or abuse;
- (b) the Licensed Program has not been modified or altered in any way;
- (c) the defect or non-conformity has not arisen from any combination, operation, or use of the Licensed Programs with other equipment, devices, or software if such defect or nonconformity would not have arisen from operation or use of the Licensed Programs independent of such combination, operation, or use; and
- (d) the Customer promptly notifies the Mitel distributor of the defective media or nonconforming Licensed Program.

3.3 This Section contains the entire warranty given by Mitel with respect to defects in media and Licensed Programs and are in lieu of all other warranties, written, oral, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose and the remedies stipulated in this Agreement are the sole and exclusive remedies available to the Customer.

4. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, at law or otherwise, Mitel or its affiliates and licensors shall not in any event be liable for any loss of use, loss of production, loss of profits, loss of data, loss of access, loss of communication, loss of revenue, loss of contracts, loss of business, or for costs, damage, loss or liability connected with interruption of operation in connection with or arising out of the use or performance of the Licensed Programs, nor for any special, incidental, punitive, indirect or consequential loss or damage, whether or not the possibility of such costs, losses or damages could have been reasonably foreseen. Liability for damages hereunder shall in no event exceed the amounts paid by the Customer for the Licensed Programs which give rise to the liability. Any claim arising from this Agreement must be brought within two years after the cause of action arose.

5. COPYRIGHT

The Licensed Programs and any Documentation provided in connection with the Licensed Products are protected by copyrights laws. Mitel Networks Corporates and/or its affiliates shall retain title to copyright and other intellectual property rights in the Licensed Programs and the Documentation. The Customer shall not acquire any right with respect thereto other than those specified in this Agreement. The Customer shall not remove any copyright or other intellectual property right notices from any Licensed Programs or Documentation and shall include such notices on all back-up copies.

6. GENERAL

6.1 The Customer's license may be terminated if the Customer fails to comply with the terms and conditions of this Agreement. Upon such termination, the Customer shall immediately destroy all copies of the Licensed Programs and the Documentation. The Customer may terminate the license by destroying the Licensed Programs and the Documentation and all copies thereof or returning them to Mitel. Upon any termination, all rights granted the Customer under this Agreement shall cease.

6.2 All disclosure of information of Mitel to the Customer under or as a result of this Agreement will be deemed to be confidential and proprietary unless specifically designated as non-confidential at the time of disclosure or by nature obviously is non-confidential or non-proprietary. The Customer agrees to not to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, unless Mitel gives its prior written consent thereto.

6.3 The Customer's obligations under this Agreement shall survive termination of the license.

6.4 If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired or effected thereby.

6.5 This Agreement contains the entire understandings and representations between Mitel and the Customer relating to the subject matters referred to herein.

7. GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Agreement shall be governed by the substantive laws of Sweden and any dispute arising out of or in connection with the present Agreement shall be finally settled by arbitration under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Stockholm, Sweden, and the proceedings shall be conducted in the English language.

