


Mitel Product Lifecycle Policy

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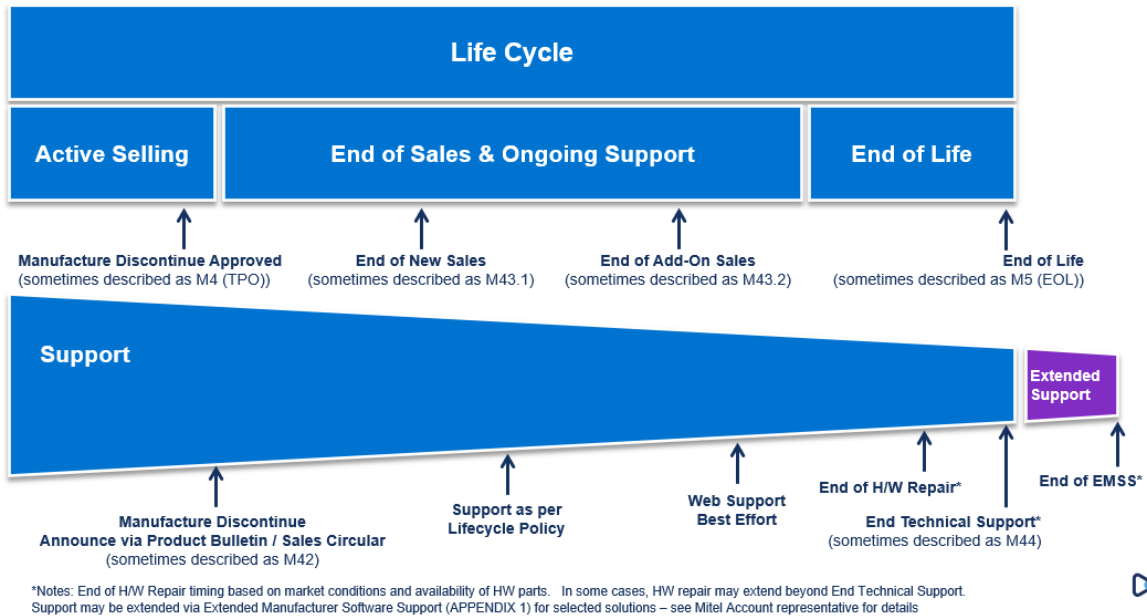
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1.0 CUSTOMER FACING PRODUCT LIFECYCLE POLICY


This section documents the customer visible components of Mitel’s Product Lifecycle Policy (“Policy”). The Policy is to be published on Mitel’s corporate website and Partner support portal. The diagram below depicts the major milestones of Mitel’s Product and Software Portfolio (“Product”) and the Support that is provided while transitioning from Active Selling the product to End of Life status.

> Mitel End of Product Lifecycle



The Policy is designed to cover Mitel Solutions inclusive of Mitel’s Product and Software Portfolio inclusive of Call Control Platforms, Applications, Vertical Product portfolio and the associated Hardware and Devices for those solutions. This Policy is therefore applicable to all Mitel Products covered by Mitel Software Assurance and sometimes called Software Support or SSP (“SWA”), or Mitel’s Subscription offers. Irrespective of any of the timelines highlighted in this Policy, Mitel will always honor pre-purchased SWA, Subscription terms, individual lifecycle commitments and heritage Unify customer commitment letters.

With the Policy, there are points in time where communications are released to partners and/or customers to inform them of impending events and special Support circumstances. When these communications are released, they will be done so via a product bulletin (that are sometimes referred to as a sales circular) and posted to portals where they can be readily accessed.

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1.1 Release Policy Structure

Mitel regularly assesses for new feature content from a variety of sources including market needs, competitive threats, new technology, customer requests, security needs and threats etc. Software releases to support this content for its products and platforms are released as follows.

Major Release (A) –

A major release contains significant changes, new functionalities (which may include customer change requests) in addition to software improvements and/or security updates. I. Major releases may introduce changes to interfaces.

The general nomenclature is: denoted by **A.0** or Vn

Examples include: MiVoice Business 10.0 or OpenScape Voice V10

Minor Release (B) –

A minor release can contain feature improvements (enhancements) / features for customer change request, in addition to software improvements and/or security updates. A minor release maintains the backwards compatibility of interfaces with the major release on which it is based. A minor release replaces (from a new sales and support basis) all previous major releases (with the same version number), previous minor releases, fix releases and hotfixes of the major version upon which it is based, e.g. V1 R2 would replace V1 R1.

The general nomenclature is: **A.B** or Vn **Rn**


Examples include: MiVoice Business 10.1 or OpenScape Voice V10 R1

Fix Release (also referred to as Service Packs) –

A fix release is produced as required and typically contains numerous software improvements, customer fixes and/or security updates. A fix release can also include feature improvements (enhancements) as well as new or supplementary features with limited functionality. It can be released for specific A.B versions at any time and in principle, Fix Releases are only produced for the latest supported minor release.

The general nomenclature is: A.B SPn or Vn Rn.n

This may also be represented as Vn Rn FRn

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Examples include: MiVoice Business 10.1 SP2 or OpenScape Voice V10 R1.1 or OpenScape Business V3 R1, FR2

Hot Fix (HF)

A Hot Fix release (sometimes called a Service Pack) contains higher priority fix(es) for problem ticket(s) or security update(s) for faster availability. These are typically only installed at selected customers where this HF is required. In principle, Hotfixes are only produced for the latest supported fix release or minor release. So, the latest available release must be installed first.

The general nomenclature is: A.B SPn.n or Vn Rn.n.n

Examples include: MiVoice Business 10.1 SP2.1 or OpenScape Voice V1 R10.1.1

Right to use software

Active SWA is required for the customer to obtain the right to use new software updates and upgrades, which includes major releases, minor releases, fix releases and hot fixes as described above. Mitel Reserves the right to release Hot Fixes to resolve product or market irregularities that can be used without active SWA. If this situation were to occur, it would be communicated via a release of a Product Bulletin (sometimes referred to as a sales circular) that clearly outlines the circumstance of that Hot Fix and the cases and longevity of the implementation without SWA.

For more information, registered partners and customers please consult:

Heritage Mitel Software Assurance Program Guide:

<https://powerup.mitel.com/concierge/ucm/#/ucm/1675/2370/List/0?Id=4865D805-A8DF-4E67-AB7C-39F6E987C4DA>


Heritage Unify Software Support documentation:

<https://nuxeo.unify.com/nuxeo/front/#/product/691200?page=global-az>

1.2 Software Lifecycle Support Policy

Mitel will generally adhere to the following during the normal Active Selling operation.


- Technical Support is provided as per Lifecycle Support Policy and active SWA Policy.
- For Customers and Partners who have access to the current release and active R&D release, Patches that are developed and released will be based on the latest minor release of installed major version. Patches will be included in a new Hot Fix Release as applicable. If a Release has been announced for

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Manufacture Discontinue, Patch and Hot Fix support, it will be covered in the first year following the end-of-add-on-sale date.

- For Customers and Partners who have access to any previous software release, Mitel provides best effort to return to service or workaround (if available). Patches or SW resolution will be designed with the current release or active R&D Release. An upgrade of the current release will be required to acquire the corrective content.
- For Customers and Partners who have access to a previous software that is EOL, Mitel provides (for certain products / solutions) the ability to extend support via its EMSS program. For details, see Appendix 1 of this Policy.
- Technical Support will support all software versions providing Software Assurance (SWA) is active. If fixes are required, upgrades to releases as defined in section 1.1 apply.
- The Security Policy - Vulnerability Intelligence Process regulates the handling of security vulnerabilities for Mitel products between the sales release and end of support.
- Beyond the end of support (sometimes referred as M44), including any EMSS agreement, Mitel decides at its sole discretion, which corrections or mitigation measures for security vulnerabilities are still being implemented.
 - The Security Policy – Vulnerability Intelligence Process is available [HERE](#).
 - Mitel Security Advisories can be found [HERE](#)

Unless otherwise announced in a product bulletin, Mitel will deliver software fixes for the latest version of the current major release (A) of the product. In addition to this (unless otherwise announced), Mitel will deliver software fixes for Critical Issues on the latest version of the previous major version (A-1 or Vn - 1) for up to 18 months after the release of version A. High severity issue fixes will be supported in A.B-1 releases at Mitel's discretion. For any other issues reported on a supported release, Mitel will deliver the fixes in the latest version of the current major release (A). Mitel will implement this practice and discontinue releases once the 18 months has expired as a matter of policy and without any special notice.

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Release	Technical Support*	R&D
A.0	Full support	Full Support on latest variant (A.B) – Current Release
A-1	Full support	Fixes for Critical issues on latest version (minor release) of A-1 for up to 18 months after the release of A. High severity issue fixes will be supported in B-1 releases at Mitel's discretion – Active design support.
A-2	Not supported once 18 months from A is realized	No design activity

*Note: Software must be under active SWA contract to receive any Support.

Example: For the EOS MiVoice Connect (MiVC) Software is MiVC 20.0, we provide(d) full technical support and fixes for critical issues for release MiVC 20.0 and we provide backwards compatibility for MiVC 19.3.

If the Mitel system to be upgraded is not covered with an active SWA contract and the customer requires a new base license (no matter for Major, Minor, Fix or Hot Fix releases), the customer will be required to re-establish a support contract with Mitel via one of its active SWA programs. For more information, please consult:

Heritage Mitel Software Assurance Program Guide:

<https://powerup.mitel.com/concierge/ucm/#/ucm/1675/2370/List/0?Id=4865D805-A8DF-4E67-AB7C-39F6E987C4DA>


Heritage Unify Software Support documentation:

<https://nuxeo.unify.com/nuxeo/front/#/product/691200?page=global-az>

SPECIAL CASE: Should the scenario arise that a major customer issue manifests itself on an A-1 software baseline and that the fix is delivered on the latest A.B software which then results in solution release alignment issues that cannot be resolved, that issue shall be upgraded to Critical and addressed as per above policy.

If a customer has chosen to purchase an EMSS Support program as described in APPENDIX 1, then the support rules of the EMSS contract will override the above EOS Support policies.


With the release of this change level of the Policy, Mitel recognizes that customers may be using software releases and have expectations of support defined by previous versions of the Policy. In cases of where the current changes in support conflict previous policies, Mitel will grandfather previous support timelines and expectations until they naturally expire based on previous Policy rules. Any customer acquiring a product or release after the release of this change level, must comply by the rules of this Policy change level.

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Mitel reserves the right and may choose to deviate from the Policy and issue a specific release lifecycle announcement. In these cases, a product bulletin will be released and communicated and will supersede the standard Policy.

1.3 Product Manufacture Discontinuance

- While Mitel reserves the right to set the Lifecycle Discontinuance dates for its products, at the time of Manufacture Discontinuance Notice Announcement Mitel intends to offer a **minimum** of five (5) years of Support from the End of New Sale date to the End of Life date for its Products dependent on market conditions and availability.
- A product bulletin announcing Manufacture Discontinue of product (“Bulletin”) will be issued in the Mitel product portals (visible for Mitel’s direct sellers and indirect partners) a **minimum** of 90 days prior to removing parts from being ordered or purchased. The Bulletin will define all the key plans and dates for the various milestones within the End of Life process for the designated Product (no matter whether a HW or SW product or solution).
- The Bulletin typically includes the following information:
 - List of impacted products
 - Successor products / Software versions (if applicable)
 - Key Dates within the End of Lifecycle:
 - Manufacture Discontinuance Announcement Date
 - End of new sales date (sometimes referred to as M43 order stop)
 - End of Add-On sales date (sometimes referred to as M45 Order Stop for expansions)
 - End of Technical Support date (sometimes referred to as M44)
 - End of Life Date (sometimes referred to as M5 EOL)
 - Migration information (if applicable)
- Mitel will not deliver additional software enhancements for Products that have reached the End of Add-on Sales (EOAS) milestone in the MD process.
- Technical Support including design bug fixes will be provided in phases based on length of time since the Bulletin was first issued. Active SWA (or valid Subscription) is still be required for obtaining Technical Support during the End of Life phase.
- SWA subscriptions cannot renew terms that would exceed the End of Technical Support (EOTS) date.

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Phase	Knowledge Base	Technical Support	H/W Repair and Replacement	Patching
Post End of Sales (EOS)	Y	Y	Y	Proactive
Post End of Add-on Sales (EAOS)	Y	Y	Y	Reactive at Mitel's discretion
Post End of Life (EOL)	Y	Y	N	N
Post End of Technical Support (EOTS)	N	N	N	N

While Mitel intends to act in accordance with this Policy, market and product circumstances may arise for specific treatment and phase out requirements, especially on specific hardware based items. All content within the Bulletin and specific treatment of products supersedes policy statements within this document.

In previous iterations of the Lifecycle Policy, Mitel has set specific dates for the purpose of identifying product lifetime commitments. Mitel intends to honor those dates. In addition, Mitel from time to time may issue lifetime date commitments via contractual commitment letters (also called Standard Support Letter). In those cases, the contractual commitments over-ride this Policy.


1.4 Hardware Support and Availability of Spares / Replacements

With the exception of products based on Commercial-off-the-shelf (COTS) components, spare parts will typically be available after end of sales (spare parts are chargeable and dependent on the contract with Mitel / Mitel Partner) as defined by the applicable Announcement. However, specific market conditions may result in limited or no original spare parts availability. In such a case, Mitel reserves the right to provide functionally at least equivalent, compatible spare parts.

COTS Hardware is subject to reciprocal support availability / end-of-life notification from the respective manufacturer.

Note: Some hardware products occasionally require redesigning e.g. due to 3rd party component changes. Mitel makes every attempt to make replacement parts fully backwards compatible, however, some 3rd party component changes may result in changes to the availability of certain functionality.

Note: For MiVoice Connect, hardware replacement is optionally included in the Partner Support or Enterprise Support contracts. Please refer to the Software Assurance Program Guide for specific details.

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2.0 Extended Manufacturer Software Support (EMSS)

For selected Mitel Products, an additional Extended Manufacturer Software Support program is available. Whilst it is expected that most customers will keep their implementations current, in some circumstances it may be necessary to provide a period of extended support beyond the normal period at the End of Life.

The intention of EMSS is to provide continued support to an existing and stable environment where an upgrade to a supported version is being planned. It is not intended as a permanent support arrangement, which can only be accomplished by ensuring the solution is kept current.

EMSS customers need to run on latest Hotfix available prior requesting EMSS support.

For Details regarding EMSS, refer to Appendix 1 of this Policy.

3.0 Upgrade Methodology

Importance of keeping your products current:


Mitel products are continually being improved in terms of functionality, reliability, serviceability, security, and ease of use.

Maintaining your solution on a supported release has the following advantages:

- Manufacturer support is provided (if SWA is active)
- State-of-the-art security features and latest security hardening measures are built-in or supported
- Full coverage of [Mitel Vulnerability Intelligence Process](#)
- Access to the latest solution-wide functionality which improves user productivity and efficiency [1]
- Access to the latest 3rd party integration options/open standard interface improvements [1]
- Compliance to the latest regulatory standards
- Continuous serviceability improvements, providing easy system administration
- Compatibility with the latest server hardware, typically providing lower power consumption and higher performance
- Secure planning for future upgrades

[1] New features may be subject to purchasing of additional licenses.

In a dynamic IT environment, it is extremely important to keep all components of a communications solution up-to-date and at a compatible level.

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4.0 Exceptions

While this Policy does apply to Products from third party vendors where Mitel has formed an OEM agreement including a Software Assurance from Mitel, this Policy DOES NOT apply to offerings provided by a third-party where provision, sales and support is provided by the third-party vendor.

APPENDIX 1: Extended Manufacturer Software Support (EMSS)

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The intention of EMSS is to provide continued support to an existing and stable environment where an upgrade to a supported version is being planned. It is not intended as a permanent support arrangement, which can only be accomplished by ensuring the solution is kept current.

EMSS customers need to run on latest Hotfix available prior requesting EMSS support.

Scope

Extended Manufacturer Software Support (EMSS) applies to the provision of support for selected OpenScape software products. Check with your Mitel account manager which products are currently in scope.

Mitel obligations under this agreement do not apply to any customer installation where significant reconfiguration and extension has taken or will take place without the written consent of Mitel.


In the unlikely event that a technical issue cannot be resolved in the version/s of software subject to this agreement, Mitel reserves the right to recommend an upgrade to some or all of the products in order to resolve the issue. This upgrade would be chargeable.

An EMSS agreement does not include:

- Change requests
- Certification with new 3rd party or Mitel product versions
- Additional exceptions may be documented in the respective EMSS contract

Fees

EMSS fees are calculated to cover a customer's solution which may consist of multiple Mitel products.

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EMSS fees are determined based upon the complexity of the solution, number of user licenses, and duration of coverage required.

EMSS fees are due and payable in advance of an agreed specific support period. Estimates can be provided upon request.

Failure to submit payment in time could result in a gap in support coverage.

Support Period

A fixed-duration EMSS period must be agreed to prior to the End of Technical Support date of your product/s and in advance of the start of EMSS.

The maximum duration of extended support covered by EMSS is 18 months.

Contractual Situation

A precondition of an EMSS contract is valid SWA via a Mitel Partner or SWA and a Maintenance or Managed Service contract through Mitel Professional Services for the whole EMSS period. If the service contract with Mitel expires prior the EMSS contract, the EMSS contract expires as well, and no refund of the EMSS remaining service term will apply.

An EMSS agreement must be in place prior to end of support date.

Commercial Off-the-Shelf (COTS) Software


Some Mitel OpenScope products contain COTS software components to provide certain required functionality.

Although the normal sustaining period of Mitel products includes synchronization with any 3rd party vendor's support terms and conditions, this synchronization cannot be guaranteed for any Extended Manufacturer Software Support (EMSS) period.

In the event a technical issue (defect, security, licensing etc.) arises in a 3rd party software component where no 3rd party sustaining support is available, Mitel will make every attempt to provide a workaround. However, should this workaround not be practical from a technical or commercial perspective Mitel reserves the right to recommend an upgrade to some or all of the solution components in order to resolve the issue. This upgrade would remain chargeable.

End of EMSS

At the end of the agreed EMSS period, manufacturer-provided sustaining support ends. If the solution is still covered by a service contract, then 1st- and 2nd-line service maybe still available. However, there would be no manufacturer escalation path available in the event of a serious error and an upgrade to a supported version could be the only way to resolve such errors. It is therefore strongly recommended that the solution is maintained in a fully supported condition.

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