MiCloud Services Service Level Agreement (SLA)

1. <u>Target Uptimes</u>. Mitel will use commercially reasonable efforts to make the Mitel cloud services set out in your service order (the "**Cloud Services**") available to you in accordance with the Target Uptime Percentages set out in Section 3 below.

2. <u>Definitions</u>.

   (i) "<u>Actual Uptime</u>" means Total Scheduled Availability minus Downtime in minutes.

   (ii) "<u>Actual Uptime Percentage</u>" means the Actual Uptime divided by the Total Scheduled Availability multiplied by 100 (Actual Uptime/Total Scheduled Availability X 100).

   (iii) "<u>Downtime</u>" means the aggregate time in minutes during a calendar month in which you are not able to access your Cloud Services.

   (iv) "<u>Force Majeure Event</u>" means an event or condition that is beyond our reasonable control and directly or indirectly prevents us from providing you the Cloud Services. Force Majeure Events include without limitation: any act of God, natural disaster, earthquake, war, riot, civil war, blockade, insurrection, 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), service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of our reasonable control.

   (v) "<u>Service Level Credit</u>" means a credit applied against future fees due under your Cloud Services service order.

   (vi) "<u>Total Scheduled Availability</u>" means 7 days a week, 24 hours a day in a calendar month in minutes.

3. <u>Target Uptime Percentages.</u> Target Uptimes Percentages for each Cloud Service and resiliency option are listed below.

Cloud Services	Standard High Availability Target Uptime	Geo-redundant Target Uptime
Core Voice	99.99%	99.999%
Unified Communications	99.99%	99.99%
Contact Center	99.99%	99.99%

4. <u>Maintenance</u>. We typically perform maintenance during a scheduled maintenance window as specified on your service order. If we schedule maintenance outside of such period, we will take commercially reasonable efforts to contact you in advance.

5. <u>Service Level Credits</u>. If the Actual Uptime Percentage for Core Voice Services during any calendar month is lower than the Target Uptime Percentage, you may claim a Service Level Credit in accordance with Section 6. If we confirm same, we will give you a Service Level Credit. The value of your Service Level Credit will be determined by multiplying your total monthly fee for all Cloud Services excluding one-time charges for the Cloud Services in affected month by the credit percentage set out in the chart below. The Service Level Credit will be applied to your next monthly invoice. Service Level Credits are your sole and exclusive remedy in the event that a Cloud Services Actual Uptime falls below the Target Uptime Percentage provided herein.

Target Uptime Percentage	Actual Uptime Percentage	Service Level Credit Percentage
99.999%	99.998% or higher	0% credit
	99.000% to 99.998% (inclusive)	5% credit
	98.000% to 99.000% (inclusive)	7.5% credit
	Less than 98.000%	10% credit
99.99%	99.98% or higher	0% credit
	99.00% to 99.98% (inclusive)	5% credit
	98.00% to 99.00% (inclusive)	7.5% credit
	Less than 98.00%	10% credit

6. <u>Credit Request Procedures</u>. Claims must be submitted as a support case in writing to the Cloud Services help desk within fifteen (15) calendar days of the end of the affected month and must include:
   (i) The words "SLA Credit Request" in the subject line;
   (ii) A list of the case number(s), dates, times, specific Cloud Services and number of users impacted by Downtime that you are claiming;
   (iii) Any other supporting documentation of your claim.

7. <u>Exclusions.</u> Downtime does not include time during which you cannot access the Cloud Services as a result of: (i) us performing regular or emergency maintenance, (ii) any problems caused by modifications to the Cloud Services not made or authorized by us; or (ii) any problems resulting from your combining or merging the Cloud Services with any hardware or software not supplied by us, or not identified by us as compatible with the Cloud Services, (iii) any problems resulting from the use of the Cloud Service over any local area network, last mile network or wide area network not provided by us, (iv) any problems caused by SIP carrier services used as interconnect to the PSTN, (v) any problems caused by hosted services that are under the control of third party suppliers to Mitel; (vi) Force Majeure Events; (vii) your negligent or willful acts or those of your users; and (viii) your failure to implement commercially reasonable changes in equipment or software we recommend as essential to maintain service levels.