Mitel Secure Cloud Service Level Agreement (SLA)

1. **Target Uptimes.** Mitel will use commercially reasonable efforts to make the Mitel Secure Cloud (the "Cloud Services") set out in your Service Order available to you in accordance with the Target Uptime Percentages set out in Section 3 below.

2. **Definitions.** Defined Terms not found herein shall have the meaning set out in Customer's Service Order.

   (i) "**Actual Uptime**" means Total Scheduled Availability minus Downtime in minutes.

   (ii) "**Actual Uptime Percentage**" means the Actual Uptime divided by the Total Scheduled Availability multiplied by 100 (Actual Uptime/Total Scheduled Availability X 100)

   (iii) "**Downtime**" means any time during a calendar month in which the Cloud Services as listed in Section 3 is not available for all Licensed Users for forty-five (45) continuous minutes or longer.

   (iv) "**Force Majeure Event**" means any event or condition that directly or indirectly prevents Mitel from performing the Cloud Services hereunder, is beyond the reasonable control of Mitel, and could not, by the exercise of due diligence, have been avoided in whole or in part by Mitel, and shall include, subject to the foregoing and 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 cloud infrastructure provider, or connectivity delays with internet providers outside of Mitel's reasonable control.

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

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

3. **Target Uptime Percentages.** Target Uptimes Percentages for the Cloud Service and resiliency option are listed below.

Secure Cloud Services	Target Uptime Percentage
Oracle Cloud Infrastructure – Compute (Multiple Availability Domain (AD) Deployment)	99.99%* (99.9%* for Single AD Deployment)
Oracle Cloud Infrastructure – FastConnect (Redundant, non-serial)	99.9999% (99.9%* without redundancy)
Essential User, Premier User (UP), Premier User (UC), Elite User	99.9%**

* The Target Uptime Percentage is aligned with the Oracle Cloud Infrastructure (OCI) Service Level Agreement (SLA). Availability targets are therefore contingent upon the SLA commitments defined by Oracle, which typically include a Monthly Uptime Percentage of 99.99% for core infrastructure services. For more details, refer to Oracle's official documentation - Oracle PaaS and IaaS Public Cloud Services Pillar Document of May 25th, 2025.

**System Availability is calculated using Infrastructure and Application Availability, based on a Multi-AD deployment with non-serial redundant FastConnects using Voice Server and SBC, and where appropriate Unify Phone or OpenScape UC; UC is assumed to be a redundant deployment. The Voicemail service is not included in the calculation. Availability levels will differ where a different deployment is chosen. Availability levels may differ under the terms of a dedicated customer agreement.

4. **Maintenance.** 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. **Service Level Credits.** If the Actual Uptime Percentage 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
99.9%	Less than 99.9% but greater than or equal to 95.0%	5%
	Less than 95.0% but greater than or equal to 90.0%	10%
	Less than 90.0%	30%

6. **Credit Request Procedures**. 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. **Exclusions.** Downtime does not include time during which Customer cannot access the Cloud Services as a result of: (i) Mitel performing regular or emergency maintenance, (ii) any problems caused by modifications to the Cloud Service not made or authorized by us; or (iii) any problems resulting from customer 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, (iv) any problems resulting from the use of the Cloud Services over any local area network, last mile network or wide area network not provided by us, or (v) service disruptions to the Cloud Service caused by downtime or degradations on the underlying premises or private cloud-based telephony platform (vi) any problems caused by hosted services that are under the control of third party suppliers to Mitel; (vii) Force Majeure Events; (viii) Customer's negligent or willful acts or those of its Users; and (ix) Customer's failure to implement commercially reasonable changes in equipment or software we recommend as essential to maintain service levels.