

UNIFY PHONE - SERVICE LEVEL AVAILABILITY (SLA)

1. Definitions

Capitalized terms used herein have the meaning stated in the Terms, unless they are explicitly defined otherwise.

2. Availability of Unify Phone Service and Service Levels

2.1 Service Demarcation

The service levels in this section apply to the Unify Phone Service up to the Internet access router of the data centers used to produce the Cloud Service. Excluded are in particular:

- a) The Internet connection between the border elements of Your network and those data centers
- b) The proper configuration, availability and functioning of on-premise equipment in your network, including but not limited to session border controllers, PBX, phones, or end-devices, the service levels of which are covered in the respective contract.
- c) Any functional integration with other cloud services such as Microsoft 365
- d) Any onsite services on Your premises

You may obtain farther reaching Service Levels Agreements through Multi-Cloud Integration or Managed Services agreements with a Mitel Affiliate of Accredited Reseller.

2.2 Availability SLA (Service Level Agreement)

Mitel is obligated to use commercially reasonable efforts to generally provide the Unify Phone Service with 99.9% Availability on a calendar-monthly basis as defined below. Thereby, Downtimes exclude the following

a) Scheduled Maintenance

This is Downtime scheduled in advance to install bug-fixes, updates, and to conduct other maintenance work. Scheduled Maintenance will, in general, be done outside times of peak use of Unify Phone Service. Customers will be notified about Scheduled Maintenance in text form at least two (2) days in advance.

b) Emergency Maintenance

In urgent cases, Downtime may be scheduled immediately if it is required to prevent or avoid damages, or to install bug-fixes which cannot be delayed until the next Scheduled Maintenance period, e.g. a security fix for a vulnerability that is considered to be

“high”. Mitel is obligated to attempt to notify the End-Customer, but a shorter notice period than for Scheduled Maintenance may apply.

c) Availability Exceptions

These are Downtimes caused by:

- Force Majeure Events;
- Problems, Incidents and Defects caused by You, such as
 - Despite Mitel’s advice, you continue to use the Unify Phone Service in a manner that is dangerous or wrongful, in particular if such use violates the Acceptable User Policy (AUP)
 - Any unauthorized action or inaction from your employees, agents, contractors, or vendors with respect to the Unify Phone Service, or if anyone gains access to Mitel’s network by using your passwords or equipment without your permission;
 - Your failure to adhere to any required configurations, platforms, software or hardware;
- Problems, Incidents and Defects caused by third parties’ software (including any third party services or software such as browsers that you use) or third parties’ hardware (including your network equipment), provided these are not under the control of Mitel or were not recommended for the Unify Phone Service;
- Failure of the Internet connection between you and Mitel’s Point-of-Presence for the data centers providing the Unify Phone Service;

With Effective Downtime defined as

$$\text{Effective Downtime} = \text{Downtime} - \text{Scheduled Maintenance} - \text{Emergency Maintenance} - \text{Availability Exceptions}$$

the Availability is calculated as -

$$\text{Availability} = 1 - \frac{\text{Effective Downtime}}{\text{Minutes per month}}$$

whereby all times are measured in minutes , and the average minutes per month calculate to ³⁶⁵
 $X 24 X 60 = 43,800$.

2.3 Technical Support Services

Unless otherwise agreed upon, Mitel provides technical support services for the Unify Phone Service in English and German language. Service Hours are between 8:00 and 17:00 Central European Time North America, South America, Australia, New Zealand Time Zones, as applicable, on Business Days. You are responsible for providing end-user support covering the Unify Phone Service. The end-user support accepts incident reports by Users and perform at a minimum the following troubleshooting and basic service requests

- a) Ensure that the incident is clearly formulated
- b) Ensure that customer systems such as network, devices or PBX function properly
- c) Provisioning and de-provisioning of Users

You may entrust a service partner including your accredited reseller to provide such end-user support services. Move-Add- Changes (MACs) can generally be executed on the PBX by end-user support.

Mitel accepts incident tickets by your end-user support on the support portal using the following priorities to which Mitel will respond within the reaction times shown:

Priority	Definition	Reaction Time Objective
1	Incidents where the Unify Phone Service in its entirety is not Available to any of your Users	30mins
2	Incidents where the Unify Phone Service not available to a subset of Users or Significant Performance Degradations are experienced by Users, both in terms of application responsiveness or feature access	4 hours
3	All other incidents	8 hours

Significant Performance Degradations is defined as a Click-to-Call time of 10 seconds on average, loss of integrations with other cloud services causes by Unify Phone Service APIs, loss of User sessions, etc.

Reaction Time is measured from the point in time on where the incident ticket is received by Mitel if that point in time falls with the Service Hours specified above, otherwise when the next Service Hour period commences.

2.4 Product Defects

a) If there is a Defect in the software used by Mitel to produce the Unify Phone Service, Mitel will remedy such Defect provided that you open a support ticket without undue delay and in any case not later than five (5) Business Days from your knowledge of the Defect.

b) You will render reasonable assistance free of charge, in particular by a prompt implementation of any work-around solution or the sending of logs. In case you claim defects, which as per this Terms cannot be considered as defects, e.g. because Mitel is not responsible

for the claimed defect or there is actually no defect, and you should have been able to recognize that with reasonable diligence when examining the claimed defect, Mitel or your accredited reseller reserves the right to impose to a reasonable extent the costs incurred by Mitel or by your accredited reseller to you.

- c) Mitel will decide, at their sole discretion, whether a workaround or a correction release of Unify Phone Service will be provided.
- d) The provisions of this clause 2.4 are exhaustive with respect to claims based on Defects. Unify Phone Service is otherwise provided “as is” and as available. Save as explicitly described in the Terms, Mitel makes no warranties, either express, statutory or implied, including without limitation any implied warranties for merchantability fitness for a particular purpose or non-infringement of intellectual property rights
- e) If the Defect is not remedied and materially impairs your use of Unify Phone Service in accordance with the Terms on an ongoing basis, You may terminate your Unify Phone Service Tenancy. In this case, prepaid Fees (if any) shall be refunded to you on a pro rata basis i.e. from the time your termination becomes effective.