MITEL CLOUD SERVICES – GLOBAL TERMS OF SERVICE

Before using the Cloud Services (as defined below), please read these Global Terms of Service ("**Terms**").

These Terms including all documents referred to in them, and any amendment or addendum referencing these Terms form a binding legal agreement between Mitel and the legal entity which has acquired Entitlements: (i) through an Order with Mitel, (ii) through an Order with a Mitel authorized partner, or (iii) as otherwise authorized by Mitel ("**Customer**") .

NOTWITHSTANDING THAT THESE TERMS COMPRISE AN AGREEMENT BETWEEN CUSTOMER AND MITEL, BY ACCESSING OR USING THE CLOUD SERVICES, USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A LIMITED PRIVITY OF CONTRACT EXISTS BETWEEN USER AND MITEL SOLELY FOR PURPOSES OF THIS PARAGRAPH. MITEL MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, TO USER, AND MITEL SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER DIRECT OR INDIRECT, TO USER. USER FURTHER AGREES THAT NOTWITHSTANDING ANY AGREEMENT BETWEEN CUSTOMER AND USER, THIS PARAGRAPH SHALL BE BINDING UPON THEM AND ENFORCEABLE BY MITEL. NO OTHER RIGHTS, OBLIGATIONS, OR LIABILITIES SHALL ARISE FROM THIS LIMITED PRIVITY BETWEEN USER AND MITEL.

In accordance with Customer's Entitlements, and pursuant to these Terms, Customer and its Users may access the Cloud Services.

DEFINITIONS. As used herein: "**Acceptable Use Policy**" means Mitel's Acceptable Use Policy found at: https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions. "**Allowed User**" means a third party without Entitlements to Customer's Cloud Services which Customer or Customer's Licensed Users directly or indirectly allow, or enable, to access or use Customer's Cloud Services for the purpose of interaction with Customer or Customer's Licensed Users. "**Applicable Law**" means all applicable laws, treaties, regulations, and conventions related to use of the Cloud Services, including without limitation those related to data privacy, call recording, unsolicited advertisements and telephone calls, international communications, and the exportation of technical or personal data. "**Cloud Services**" means the Mitel cloud services. "**Customer Data**" means (a) data made available to the Cloud Services by Customer or its Users, including by means of an integration, and (b) Customer or User specific data generated by the Cloud Services based on the use and/or operation of the Cloud Services or inputs thereto. Customer Data does not include Metadata or confidential information. "**Dispatchable location**" means a location that consists of a validated street address, plus additional information such as suite, apartment or similar information necessary to adequately identify the location of the device. "**Documentation**" means training, marketing, and demonstration materials, diagrams, test plans, data retention policies, developer and product guides, program guides and workflows provided by Mitel in support of the Cloud Services. "**Entitlements**" means a right to access and use a Cloud Service. "**Emergency Services**" means an outbound voice call to the applicable public safety departments or emergency dispatch call centers in the User's jurisdiction (e.g., dialing "911" in North America, or "112" or "999" in Europe). "**Licensed User(s)**" means users of the Cloud Services such as employees, consultants, contractors or agents of Customer who have been assigned Entitlements and associated Cloud Services logins and passwords. "**Logs**" means Customer or User specific logs including as applicable, creation, access, modification, deletion, configuration, and execution logs. "**Mitel**" means the Mitel entity described in the Service Order, if applicable, or otherwise the entity providing the Cloud Services. "**Metadata**" means non-Customer/User identifiable data or information that provides information about the use of the Cloud Services, and/or Customer Data. "**Order**" means a transaction through which Customer acquires an Entitlement, including the execution of buying and ordering documents, agreements and statement of works "**SIP Services**" means the session initiation protocol services over which voice communications are connected to the public switched telephone network and delivered. "**User(s)**" means Licensed Users and Allowed Users, as applicable.

1. THE SERVICE AND USE OF THE SERVICE IN GENERAL

1.1 Use of the Service. During the term of Customer's Entitlements, Customer and Users may use the Cloud Services and Documentation solely for Customer's internal business operations in accordance with these Terms. Customer may use and reproduce the Documentation solely as necessary to support use of the Cloud Services.

1.2 Use of Client Software. Customer and Users use of Cloud Services client software (including software embedded in Mitel hardware), if applicable, shall be governed by the embedded End User License Agreement found in the software.

1.3 Service Revisions. Mitel may add, reduce, eliminate or revise Cloud Services features and functionality (or upgrade the underlying platform used to provide the Cloud Services) at any time without prior notice. Notwithstanding the foregoing where, in our sole opinion, a change will cause a material detrimental impact on use of the Cloud Services (a "**Detrimental Change**"), Mitel will provide sixty (60) days prior written notice (email or if an online portal is made available with the Cloud Services, posting notice at the portal will suffice). In the event of a Detrimental Change, Customer may, at no cost, terminate the affected Entitlements by providing Mitel with written notice of termination within thirty (30) days of receiving Customer's notice of the Detrimental Change. If Mitel does not receive notice of termination within thirty (30) days, Customer will be deemed to have accepted the change.

1.4 Performance. Customer acknowledges and agrees that the quality, performance and available features of the Cloud Services may be affected, impaired and/or disrupted by the quality, speed and usage of a broadband connection and/or third-party networks.

2. CUSTOMER RESPONSIBILITIES & RESTRICTIONS

2.1 Service Rules of Use. Customer will obtain all permits, licenses and authorizations or certificates that may be required in connection with Customer's activities and User's use of the Cloud Services. Customer will require that Users comply with the Acceptable Use Policy, Documentation and Applicable Law. Customer will not, and Customer will ensure Users are aware that Users cannot: (i) provide Cloud Services passwords or other log-in information to any third parties; (ii) share non-public Cloud Services features or content with any third party; (iii) access the Cloud Services in order to build a similar or competitive product or service; (iv) take any action(s) that could result in harm or damage to our (or any third party's) network or premises, or to any of our other customers or end users; and (v) use our network or Cloud Services to export, re-export, transfer or make available, whether directly or indirectly, any regulated file, item or information without first complying with all applicable export control laws and regulations, trade and economic sanctions, government export exclusions lists, embargos and terrorist controls.

2.2 Unauthorized Access and Investigations. Customer will, and Customer will require that Users, take all reasonable steps to prevent (i) unauthorized access to, or improper or fraudulent use of, Cloud Service accounts or the Cloud Services, and (ii) a breach of security (each an "**Incident**"). Customer will immediately notify Mitel of any known or suspected Incident and will use best efforts to stop an Incident and will require Users to notify Customer of such. If Mitel suspects, or becomes aware of, an Incident, Mitel reserves the right to investigate, and if Mitel does, Customer will and will require Users to cooperate in any such investigation. Mitel reserves the right to inform any applicable government of the investigation. Mitel shall not be liable to Customer or Users for any damages whatsoever resulting from an Incident. Customer agrees to provide a single point of contact to work with Mitel on Incidents, and fully cooperate with Mitel (and any regulator) to address same. Customer agrees to document any actions taken in response to Incidents and at Mitel's request, provide Mitel with a copy of such documentation.

2.3 Customer Responsibilities/Liabilities. Customer is responsible for: (i) any customer responsibility requirements detailed in an Order and/or the Documentation including obtaining any prerequisite stated in the herein (e.g. software dependencies, support subscription etc.), (ii) ensuring that the

configuration of the Cloud Services, including any roles and permissions assigned therein, meet Customer's and the Users requirements and all applicable security, legal, regulatory and compliance requirements, (iii) Users and Customer Data, and (iv) use of accounts provided in connection with these Terms, whether authorized or not.

3. CUSTOMER DATA

3.1 Instructions. Customer instructs Mitel to process Customer Data in accordance with these Terms. Mitel warrants that unless otherwise agreed, Mitel will only use and disclose Customer Data to provide, bill, optimize, improve, support, troubleshoot, and maintain the Cloud Services (which for greater certainty shall include Cloud Service security and fraud detection) and to comply with Applicable Law, or a binding order of a court or governmental body (or other legal process) (the "**Purpose**"). In doing so, Customer acknowledges and agrees that except as otherwise agreed in writing by Mitel, the Cloud Services may be operated on infastructure deployed globally, and Mitel may process Customer Data on a global basis. Notwithstanding anything in this Section 3 (Customer Data): (A) where applicable, Mitel reserves the right to use, and to disclose communication detail logs (including call detail logs) and Logs to third parties: (i) if Mitel determines, in its reasonable judgement, that such use or disclosure is necessary (a) to protect the safety of a customer, a User, or a third party; (b) to provide an emergency warning; (c) for the provision of Emergency Services, where applicable; (d) to investigate suspected fraud or other illegal activity; (e) subject to Section 3.4 (Court Orders, Subpoenas and Additional Disclosures), as a result of a legal or governmental demand including without limitation by a criminal enforcement agency or regulatory body; or (ii) if Customer has provided consent and (B) with respect to Customer Data generally, Mitel reserves the right to use and to disclose Customer Data to third parties where (i) Mitel determines, in its reasonable judgement, that such use or disclosure is necessary, subject to Section 3.4 (Court Orders, Subpoenas and Additional Disclosures), as a result of a legal or governmental demand including without limitation by a criminal enforcement agency or regulatory body; or (ii) if Customer has provided consent. Customer represents, warrants and covenants that Customer and Users each have all rights and consents (and have made all requisite disclosures) necessary for Mitel to process Customer Data as set forth in these Terms. Customer further acknowledges and agrees that Mitel may aggregate certain Customer Data and Logs with similar data from other customers, and at our sole discretion use, disclose and commercially exploit such aggregated data in an anonymized form.

3.2 Third Party Integrations. To the extent Customer utilizes the Cloud Services to integrate a Mitel solution with a third-party solution, Customer acknowledges and agrees that the Cloud Services will facilitate (e.g. via login tokens and APIs) Customer Data being programmatically shared between the Cloud Services and the third-party solution such that the integration can function and Customer instructs and authorizes Mitel to allow so. Mitel does not monitor what Customer Data is programmatically requested by the third-party solution and Mitel has no control over, nor responsibility for, the third-party solution including the security thereof, nor Customer Data in the possession of the third-party solution, nor obtaining any required consents for the acquisition, storage or use of Customer Data obtained through the third-party solution. Mitel is not liable for the third-party solution provider, or the third-party solution including any data breach therein or any access to the Cloud Services resulting from Cloud Services login tokens which are lost by the third party. Customer must review the third-party solution including its data and artificial intelligence policies such as its data retention and security policies.

3.3 Accuracy & Retention. Customer acknowledges and agrees that: (i) Customer and Users (and not Mitel) are solely responsible for Customer Data (and Customer represents and warrants that all information provided to Mitel will be true to the best of their knowledge), (ii) unless otherwise agreed, the Cloud Services are not intended for long-term storage of Customer Data and it is Customer's and Users' sole responsibility to back up Customer Data and (iii) subject to any legal or regulatory requirements it may have, Mitel deletes (or puts beyond practicable use) Customer Data in accordance with the Documentation. Notwithstanding (iii) above, Mitel reserves the right to at any time and without notice, or liability, to Customer permanently delete Customer Data from the Cloud Services if: (i) Customer's account is delinquent, or

suspended, for more than thirty (30) days, or (ii) Mitel becomes aware, or has reasonable suspicion, that the Customer Data violates these Terms. Any such deletion shall not relieve Customer of any fees owed, or commitments made, to Mitel. Customer acknowledges that our written data retention commitments do not apply to free trials.

3.4 Court Orders, Subpoenas and Additional Disclosures. Unless prohibited by Applicable Law, Mitel will give Customer reasonable notice of any legal or governmental demand for disclosure, movement or transfer of Customer Data and/or Logs, or redirect any such demand to Customer, or where applicable, the provider of the third party integration, to allow Customer, or the third party, to seek a protective order or otherwise to contest such required disclosure, movement or transfer at Customer sole expense, prior to making any disclosure, movement or transfer.

3.5 Excluded Data. Except where Mitel has provided Customer with express written authorization, Customer represents, warrants and covenants that Customer, and its Users, have not and shall not upload or transmit to the Cloud Services, any data which is specifically regulated other than by general application data privacy laws ("**Excluded Data**") including without limitation as a "special category" of personal data under the EU General Data Protection Regulation 2016, as protected health Information under the Health Insurance Portability and Accountability Act of 1996, as personally identifiable financial information under the Gramm-Leach-Bliley Act, as data controlled by the U.S. International Traffic in Arms Regulations, as personal information under the Children's Online Privacy Protection Act, as "Core and/or Important Data" under the laws of the People's Republic of China (the "**Excluded Data Laws**"). CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) MITEL HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (B) MITEL SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

3.6 Logs. Notwithstanding anything herein, Mitel reserves the right to process Logs (e.g. generate, use, and retain) on behalf of Customer and Users for the Purpose (as defined in Section 3.1 (Instructions)) for as long as Mitel, acting reasonably, deems necessary.

3.7 Information and Communication Technologies (ICT) Legislation. Where Customer's use of the Cloud Services is subject to ICT laws, regulations, or frameworks such as Digital Operational Resilience Act – Regulation EU 2022/2554, Customer shall not use Cloud Services unless and until the Parties have agreed on supplemental terms as required by such ICT Legislations.

4. SUSPENSION

4.1 Service Suspension. Except to the extent precluded by Applicable Law, Mitel may at its sole discretion, and without prior notice to Customer, suspend Customer's (or any User's) Cloud Services without liability if: (i) Mitel reasonably concludes that Customer or a User(s) has conducted itself in a way: (a) that is not consistent with our Acceptable Use Policy, the Documentation or Applicable Law; (b) that subjects Mitel to potential liability or interferes with any other customer's use of the Cloud Services; or (c) that breaches these Terms; (ii) Mitel deems it reasonably necessary to do so to respond to any actual or potential security concern; (iii) any underlying arrangement with our operators or suppliers is terminated or suspended for whatever reason; (iv) Customer fails to cooperate with any investigation; (v) Mitel is conducting scheduled or emergency maintenance; (vi) it is necessary to protect our networks or customers; (vi) it is necessary to comply with Applicable Law, (vii) where applicable, Customer does not have a valid license to Customer's Customer Controlled MLTS (as defined in Section 9.3) or Customer's licence has been terminated; and (viii) Customer fails to obtain and/or maintain any prerequisite required to have access to the Cloud Service.

4.2 Termination by Mitel. In addition to our suspension rights set out in Section 4.1 above, Mitel may terminate Customer's Entitlements: (i) upon thirty (30) days' prior written notice if: (a) Customer (or any User) breaches these Terms and such breach remains uncured at the expiration of such period; or (b) Customer become the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (ii) with at least 90 days' notice if any legal or regulatory change is introduced which affects our ability to provide the Cloud Services, including but not limited to any new authorization or license becoming necessary or any existing authorization or license under which Mitel operates expiring or being revoked, (iii) with immediate effect (a) if Customer's account is suspended and such suspension is not Customer's first suspension, (b) if Customer entitlements to Customer's Customer Controlled MLTS (as defined in Section 9.3) are terminated, if applicable or (c) where a pre-requisite is required, Customer failed to obtain/maintain such pre-requisite, and (iv) in the event that Mitel terminates substantially all customer contracts in Customer's jurisdiction for the platform which delivers Customer's Cloud Services (e.g. Mitel provides an end of life notice for a cloud services platform) provided that: (a) Mitel will provide Customer with at least ninety (90) days' written notice of termination; and (b) Customer will not be liable for any Entitlement Service Fees in respect of any period after the date of termination and, to the extent that Customer have prepaid any Entitlement Service Fees in respect to any period after the termination date, Mitel will refund Customer the Service Fees paid by Customer in respect of such period. In the event Mitel terminates in accordance with (i) or (iii) above, Mitel will close Customer's account and Customer agrees to pay Mitel, within thirty (30) days of the effective date of termination, all outstanding amounts and any early termination fee. The parties agree that the early termination fees are a reasonable estimate of anticipated actual damages and not a penalty.

4.3 Termination by Customer for Breach. Customer may terminate its Entitlements upon thirty (30) days' prior written notice if Mitel materially breaches these Terms and such breach remains uncured at the expiration of such period.

4.4 Effect of Termination. Upon termination of Customer Entitlements, Customer and Users shall cease all use of the applicable Cloud Services and delete, destroy, or return to Mitel all copies of the applicable Documentation in Customer's or User's possession or control. Except as required by law and subject to Mitel Documentation, Mitel will promptly, and in any event in no less than ninety (90) days, delete (i.e. putting beyond practicable use) Customer Data. Mitel may retain billing records (and breakdowns) including any portion of Customer Data and Logs contained therein for at least twelve (12) months following termination.

5. IP & FEEDBACK

5.1 Ownership. Subject to the limited rights expressly granted hereunder, Mitel reserves all right, title and interest in and to: (i) the Cloud Services; (ii) any and all Documentation, and any of Mitel's confidential information provided or disclosed to Customer and Users; (iii) any and all derivatives, enhancements or improvements of the foregoing (i) or (ii); and (iv) any and all intellectual property rights contained in the foregoing (i), (ii), and (iii). No rights are granted to Customer except as expressly set out in these Terms.

5.2 Feedback. Customer and Users may provide Mitel with feedback on, and/or suggestions for improvements (or other changes) to, the Cloud Services, Documentation, confidential information or other Mitel technology (individually and collectively "**Feedback**"). Even if such Feedback is designated as confidential or proprietary information, Mitel will not be bound by any confidentiality obligations in respect of such Feedback. Customer hereby grants Mitel a worldwide, irrevocable, perpetual, sublicensable license to use, and commercially exploit, Feedback in any manner. Customer will not knowingly provide Mitel Feedback that is subject to third party intellectual property rights or confidentiality restrictions and require same of Users.

6. WARRANTIES & DISCLAIMERS

6.1 Disclaimer of Warranties. Except as expressly provided herein, (i) Customer acknowledges and agrees that the Cloud Services are provided on an "as is", and "as available" basis; and (ii) MITEL EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO FITNESS FOR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR TITLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. Mitel does not warrant that (a) the Cloud Services will meet Customer or User requirements or that the operation of the Cloud Services will be uninterrupted or error-free; (b) the Cloud Services will prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy; (c) all errors in the Cloud Services can be corrected; (d) Customer Data will not be lost or corrupted; (e) Emergency Services used with the Cloud Services, if applicable, will not fail, or revert back to traditional Emergency Services.

6.2 No Hazardous Environments. Unless otherwise expressly set out in the Documentation or agreed in writing by Mitel, Customer acknowledges and agrees that the Cloud Services are not sufficiently fault-tolerant for life-safety operations and neither is designed, manufactured or intended for use in or in conjunction with control equipment in hazardous environments, including without limitation the operation of nuclear facilities, aircraft navigation or critical communications systems, air traffic control, life support devices or transportation control. Customer will not and will require that Users will not use the Cloud Services for any purpose listed in this Section 6.2 and Mitel will have no liability as a result of any attempt to do so.

7. LIMITATION OF LIABILITY

7.1 LIMITATION, EXCLUSION AND APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT SHALL MITEL BE LIABLE FOR THE FOLLOWING DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE IMPLEMENTATION SERVICES, CYBERATTACK; THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING WITHOUT LIMITATION USE AND/OR FAILURE OF EMERGENCY SERVICES IN CONNECTION WITH THE CLOUD SERVICES OR THE CONDUCT OF ANY LOCAL EMERGENCY RESPONSE SERVICE CENTER OR NATIONAL EMERGENCY RESPONSE SERVICE CENTER, OR HARDWARE: (A) ALL INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; AND (B) ALL DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST, HACKED OR CORRUPTED DATA, UNAUTHORIZED ACCESS TO DATA OR THE CLOUD SERVICES, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE, HARDWARE OR SERVICES; (II) IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE IMPLEMENTATION SERVICES, THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING WITHOUT LIMITATION USE AND/OR FAILURE OF EMERGENCY SERVICES IN CONNECTION WITH THE CLOUD SERVICES OR THE CONDUCT OF ANY LOCAL EMERGENCY RESPONSE SERVICE CENTER OR NATIONAL EMERGENCY RESPONSE SERVICE CENTER, AND ANY HARDWARE EXCEED THE AMOUNTS RECEIVED BY MITEL FROM CUSTOMER (OR FROM CUSTOMER'S MITEL AUTHORIZED RESELLER) FOR THE APPLICABLE ENTITLEMENTS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND (III) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS TERMS SHALL APPLY: (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (B) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO MITEL; AND (C) TO MITEL, OUR AFFILIATES, AND THIER RESPECTIVE SERVICE PROVIDERS AND SUPPLIERS, SUCCESSORS AND ASSIGNS AND (D) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

7.2 Time Limit. No action arising out of these Terms may be brought by Customer more than eighteen (18) months after the cause of action has arisen.

8. INDEMNIFICATION

8.1 Our Indemnification Obligations. Subject to 8.2 (Customer's Indemnification of Mitel**)**, Mitel will indemnify, hold harmless and defend Customer against any loss, damage or cost (including reasonable legal fees) incurred in connection with claims, actions, demands, suits, or proceedings (each a "**Claim**") made or brought against Customer by a third party alleging that the Cloud Services and/or the Documentation infringes a valid United States, Canadian, United Kingdom or European intellectual property right other than a patent reading on a standard (e.g. IEEE) whether essential or not. This section 8.1 shall not apply to any Claim resulting from: (a) the

combination of the Cloud Services with any hardware, software, system, or service which is not owned, supplied, and/or developed directly by Mitel; (b) Mitel's implementation of any design Customer or Users provided to Mitel; (c) Customer or Users failure to implement corrections or modifications provided by Mitel if implementation would prevent the infringement, or (d) Customer or Users alteration or modification of the Cloud Services. This section 8.1 states our sole liability and Customer's exclusive remedy for any Claims covered under this section 8.1. In the event of an intellectual property right Claim, Mitel may in its sole option and without further obligation to Customer either (a) obtain the right for continued use of the Cloud Services and Documentation; (b) replace or modify the Cloud Services and Documentation so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate these Terms.

8.2   Customer's Indemnification of Mitel. Customer agrees to indemnify, hold harmless and if requested by Mitel, defend Mitel against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim, made or brought against Mitel (which for the avoidance of doubt includes a Claim made by a User) arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct by (a) Customer or any User, and (b) any of Customer's third party service providers including any provider of SIP Services or Emergency Services as applicable; (ii) Customer's or any User's breach of these Terms including without limitation the Acceptable Use Policy ; (iii) Customer or a User's use (or attempted use) of the Cloud Services; (iv) Customer's, or any User's, breach of Applicable Law; (v) Customer Data; (vi) any third party integration; and (vii) any Claim made by a User.

8.3   Mutual Provisions. Each party's indemnity obligations are subject to the following: (i) the indemnified party promptly notifying the indemnifier in writing of the Claim provided that any failure by the indemnified party to promptly notify the indemnifying party will not relieve the indemnifying of its obligations except to the extent that indemnifying party is materially prejudiced by the delay; (ii) the defending party shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that except to the extent Mitel is defending a claim against Mitel, the defending party may not settle any Claim unless it unconditionally releases the aggrieved party of all liability and obligation; and (iii) the indemnified party, at the indemnifier's cost, providing reasonable assist in the defense of such Claim. If Mitel has requested Customer to defend a claim, and Mitel, at any time, has a reasonable basis to believe that Customer cannot or may not be able to fulfill Customer's obligations under this section 8, then, without limiting Customer's obligations under this section 8, Mitel shall be entitled to provide Customer notice that Mitel has decided to become the defending party, and thereafter to assume control of the defense and/or settlement of any such claim. Once Mitel has notified Customer that Mitel will be seeking an indemnity, unless otherwise expressly agreed in writing, all communications (including the notice) will be deemed our confidential information, which Customer may not disclose to any third party, other than Customer's legal advisors, without our prior express written permission, and in addition, all communications in respect of any such claim shall be subject to common interest privilege.

9.   GENERAL

9.1   Affiliates and Service Providers. Mitel may use (and disclose Customer Data and Logs to) one or more global affiliate(s), partners and/or service providers in order to perform its obligations under these Terms.

9.2   Dependence on Customer MLTS. Certain Cloud Services may be dependent on a multiline telephone system ("**MLTS**") owned, controlled, managed or operated by Customer or its service provider (and not Mitel) ("**Customer Controlled MLTS**"). To the extent that the Cloud Services are dependent upon a Customer Controlled MLTS, Customer, and not Mitel, is responsible for: (A) procuring any necessary entitlements for the Customer Controlled MLTS, (B) updating the Customer Controlled MLTS to the version required by the Cloud Services (which may change from time to time), (C) installing, managing and operating the Customer Controlled MLTS including (i) understanding (and informing Users of) any emergency service limitations present on the Customer Controlled MLTS including those resulting from the configuration of the Customer Controlled MLTS and/or Customer's choice of PSTN provider, (ii) determining the appropriate configuration for the Customer Controlled MLTS

and implementing same, including without limitation the configurations necessary to comply with applicable laws; and (D) configuring the Customer Controlled MLTS to allow for integration with the Cloud Services. Customer acknowledges and agrees that the Cloud Services may not function properly, if at all, if the Customer Controller MLTS is not properly configured, and available. Customer is solely responsible for the Customer Controlled MLTS' compliance with law and Customer agrees to defend, indemnify, and hold Mitel harmless from any third party Claim arising from or relating to any Customer Controlled MLTS including any non–compliance (e.g. due to a failed Emergency Services call).

9.3   Mitel Not a Telecommunication Service Provider. To the extent Customer's Cloud Services, or Customer's Customer Controlled MLTS (as defined in Section 9.2 above (Dependence on Customer MLTS**)**), require PSTN connectivity, except otherwise stated herein, Customer acknowledges and agrees that Customer is responsible for its own SIP Services (including the procurement thereof). Mitel is not Customer's telecommunications service provider nor a provider of regulated telecommunications of any kind, including without limitation an interconnected VoIP provider, a number based electronic communication service provider or a carriage service provider. Mitel disclaims all responsibility for (i) the conduct of Customer's telecommunications provider of choice, local emergency response centers and the national emergency calling center, and where location information services are applicable, Customer's location information service provider, (ii) any and all liability or responsibility in the event that information used to route calls is incorrect or yields an erroneous result. Customer, and not Mitel, is responsible for telecommunications regulatory compliance. Without limiting the generality of the foregoing, Mitel does not provide Emergency Services. Customer is solely responsible for complying with all applicable laws and all requirements of its telecommunications services provider with respect to the configuration of Customer's systems, and understanding and advising users of the Emergency Service limitations associated with their PSTN services, if any. Customer agrees that is shall undertake to obtain appropriate legal advice as required to meet its obligation under this Section 9.3. Customer shall indemnify, hold harmless and if requested by Mitel, defend Mitel against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against Mitel arising out of or in connection with (i) SIP Services or other telecommunications services used or procured by Customer, including the failure of such services to provide and/or Customer's failure to procure Emergency Services, (ii) Customer or Users' provision of incorrect information, including incorrect addresses, or failure to update Customer's or Users' locations consistent with applicable law and the requirements of Customer's voice services provider; (iii) Customer's failure to properly notify any person who may place emergency calls using the Cloud Services of the emergency calling limitations, including limitations related to the telecommunications/VoIP services used by Customer; (iv) the absence, failure, or outage of Emergency Service dialing using the Services for any reason; (v) the inability of any User to be able to dial Emergency Services or to access Emergency Service personnel for any reason, and (vi) conduct of Customer's telecommunications provider of choice and, if applicable to Customer's services or systems, Customer's location information service provider (or failure to obtain one).

9.4   Emergency Services. To the extent Emergency Services are used with the Cloud Services, except otherwise stated herein, Customer acknowledges and agrees it is Customer's and Users' sole responsibility to to ensure that all information required to deliver automated dispatchable location (e.g., office/campus map) and/or other information required to identify Users' precise locations is and remains accurate.

9.5   Changes. Mitel may make changes to these Terms and any document referred herein from time to time by posting a new version at https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions.   The changes are effective and deemed accepted by Customer on the date the new version is posted. However, if Mitel modifies these Terms in a manner which, in our sole opinion, is likely to cause a material detrimental impact on Customer or Users (e.g. if Mitel significantly reduces rights or increase obligations) and our change is not in response to a change in legal or regulatory requirements, or a material change in our business, the changes will become effective thirty (30) days after Mitel provides Customer written notice (by invoice, email or, if an

online portal is made available with the Cloud Services, posting notice at the portal). If during the thirty (30) day notice period, Customer provides Mitel with a written objection the changes will not become effective until renewal of Customer's Entitlements. Nothing in this section 9.4 will relieve Customer of payment of any already incurred Service Fees.

9.6 Notices. Except as otherwise set out in these Terms, any notice provided hereunder shall be in writing and delivered by hand or sent by registered mail or courier to the address set out below and will be effective and deemed delivered upon receipt. Notwithstanding the foregoing, Mitel may send Customer notice by electronic means, such as .pdf, email, which shall be deemed delivered on the business day following the day on which it was sent. If to Mitel, to our legal department at 4000 Innovation Drive, Kanata, ON, K2K 3K1. If to Customer, the address will be the address set out in Customer's Order or the online portal, where available.

9.7 Use Outside of Primary Market. While Cloud Services are intended for use within the jurisdiction identified in the Order, (Customer's "**Primary Jurisdiction**"), cloud services are nomadic by nature and may be globally accessible via a broadband Internet connection. Customer acknowledge that (i) regulation of IP-based telephony services varies significantly from jurisdiction to jurisdiction, (ii) certain internet service providers (ISPs) may impose contractual restrictions on the use of their services for IP-based telephony, and (iii) Emergency Services used in association with the Cloud Services may not operate outside of the Primary Jurisdiction, or within the Primary Jurisdiction at any location other than that for which the Services have been configured. Before using our Cloud Services in a jurisdiction outside Customer's Primary Jurisdiction, Customer should consult with local counsel for advice regarding use of such. Customer shall be solely responsible and liable for any violation of local law or breach of third-party contract terms resulting from such use, regardless of whether Mitel has consented to such use.

9.8 Export Control and Compliance with Laws.
9.8.1 Customer agrees not to directly or indirectly, grant access to or use the Cloud Services in any country to which export, transmission or access is restricted by regulation, statute, or other law, without first complying with all laws and regulations that may be imposed by such country and obtaining any authorization if required from any governmental entity that may have jurisdiction over such access, use or transmission.

9.8.2 Customer shall comply with all applicable sanctions, embargoes and (re)export control regulations, and, in any event, with those of the European Union, the United States of America and the jurisdiction in which the Cloud Services are made available to Customer (collectively "Export Regulations"). In particular, Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) access or use the Cloud Services from any location prohibited by or subject to comprehensive sanctions including but not limited to Russia, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine, or (ii) grant access to, transfer or otherwise make available the Cloud Services to any individual or entity designated on a sanctioned party list under the Export Regulations.

9.9 Third Party Terms. Any third party software, services, or products used by Customer or Users in connection with the Cloud Services are subject to their own terms. Mitel is not responsible or liable for third party software, services or products.

9.10 Force Majeure. Mitel will not be liable for any failure or delay in its performance under these Terms, due to any cause beyond our reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, cyber-attack (including hacking and DDOS), acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of our reasonable control.

9.11 Severance. To the extent that any portion or provision of these Terms are found by any court or competent authority to be invalid, unlawful or

unenforceable in any jurisdiction, that portion or provision shall be deemed not to be a part of these Terms , it shall not affect the enforceability of the remainder of these Terms nor shall it affect the validity, lawfulness or enforceability of that portion or provision in any other jurisdiction.

9.12 No Waiver. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms or otherwise.

9.13 Surviving Provisions. The terms, conditions and warranties contained in these Terms that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of these Terms.

9.14 No Jury Trial. The parties specifically agree that disputes shall not be resolved by jury trial and hereby waive all rights to a trial by jury in any matter related to or arising from these Business Terms. No dispute between the parties, or involving any person but Customer, may be joined or combined together, without Mitel's prior written consent.

9.15 Publicity. Neither party shall use the name of the other party, or Mitel's suppliers, in publicity, advertising, or similar activity, without the prior written consent of the other, or third party as applicable.

9.16 Assignment. Customer may not assign Customer's rights or delegate Customer's duties under these Terms either in whole or in part without Mitel's prior written consent, which will not be unreasonably withheld. The Terms will bind and inure to the benefit of each party's successors and permitted assigns**.**

9.17 Entire Agreement. These Terms are the complete agreement and understanding of the parties with respect to the subject matter hereof and supersedes any other agreement or understanding, written or oral, between the parties with respect to the subject matter hereof. Neither party has entered into these Terms in reliance upon (and shall have no liability in respect of) any term or representation other than those expressly set out in these Terms (provided that nothing in these Terms shall limit either party's liability for fraudulent misrepresentation). Both parties represent and warrant that they have full corporate power and authority to enter these Terms.

9.18 Applicable Law and Dispute Resolution. These Terms are to be governed by and construed under the laws specified below, excluding any body of law governing conflicts of laws and the 1980 United Nations Convention on Contracts for the International Sale of Goods, and disputes arising out of or in connection with this agreement are to be resolved in accordance with the following: (i) where Customer Primary Jurisdiction is in Canada, the laws of the Province of Ontario, Canada. The courts of the Province of Ontario will have exclusive jurisdiction to settle any dispute which arises out of or in connection with these Terms and the Parties hereby agree to submit to the jurisdiction of the courts of Province of Ontario; (ii) where Customer's Primary Jurisdiction is in the United States of America (including its territories, protectorates or overseas regions), the laws of the State of Arizona, United States. The courts of the State of Arizona will have exclusive jurisdiction to settle any dispute which arises out of or in connection with these Terms and the Parties hereby agree to submit to the jurisdiction of the courts of State of Arizona. (iii) Where Customer's Primary Jurisdiction is in Europe or Australia, the laws of England and Wales. The courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Business Terms and the Parties hereby agree to submit to the jurisdiction of the courts of England.

9.19 Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

This annex forms part of the main body of the Terms and contains supplemental terms and conditions which are specific to the particular Cloud Services listed below. Terms and conditions included in this Annex only apply to the Cloud Service under which they are listed. Except as amended below, the main body of the Terms remain in full force and effect. In the event of an actual conflict between the main body of the Terms and this Annex, this Annex will prevail for the specific Cloud Service that is the subject of the conflicting provision(s) in this Annex.

HYBRID CLOUD FOR ZOOM

1. Emergency Services. Where Customer has Users in the United States, Customer is required to: (i) obtain and configure location information services from a compatible third party, such as RedSky, such that automatic dispatchable location is transmitted with outbound Emergency Services calls, and (ii) set up "central notification" in accordance with the FCC's rules. Failure to do so will be considered a material breach of these Terms, and Mitel shall be entitled to immediately suspend the services.

MITEL SECURE CLOUD

1. Section 6.2 (No Hazardous Environments) of the Terms is hereby deleted and replaced with the following:

" Customer agrees that it is solely responsible for determining that the Cloud Service is fit and /or adequate for its use and business purposes and agrees to comply with all laws necessary for use of the Cloud Services particularly in critical sectors and/or hazardous environments, including without limitation nuclear facilities, aircraft navigation or critical communications systems, air traffic control, transportation control, etc."

2. Emergency Services. Irrespective of whether Customer or Mitel PSTN Services are used, the following applies.

2.1 Limitations. Customer acknowledges and agrees that the Emergency Services provided by means of the Cloud Services have limitations relative to the enhanced (or similar) Emergency Services that are available on most traditional telephone services. Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of the Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or Customer's failure to meet our minimum technical service requirements, if applicable, or (c) outside of the UK (where the Cloud Services do include SIP Services), failure or disconnection of Customer's third party SIP Services. Following a power outage, Users may need to reset or reconfigure their equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (i) their call is unable to be completed, is dropped or is disconnected, (ii) the User is unable to communicate their phone number, or (iii) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services.

2.2 Dialing EMS. Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. Users who dial emergency services, including by accident, should (i) always stay on the line and speak with the operator and (ii) not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. In certain limited cases, an Emergency Services call may be routed to a wireless telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services

dispatch center. In this case, emergency personnel will not have the User's registered location and/or phone number on file.

2.3 United States Users. if your Users are in the United States: (a) where technically feasible, and you have provided us all information required to obtain automated dispatchable location (e.g. office/campus map), we will provide your telecommunication service provider with automated dispatchable location for your 911 calls; (b) where automated dispatchable location is not technically feasible (including because you did not provide the required information), we will provide your telecommunication service provider with the last known location information, if any, for your 911 calls

You acknowledge and agree that while we may assist Users in keeping addresses up to date where automated dispatchable location is not technically feasible (e.g., by prompting an address query when the Cloud Services detects that a device has moved to an unknown address), it is yours and the Users' sole responsibility to ensure that registered emergency address(es) are accurate at all times. Should you: (i) not update desk phone firmware to a version supporting automated dispatchable location; or (ii) not provide the information required to provide automated dispatchable location (and or enable such functionality, if required); you agree to indemnify, hold us harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against us arising from or relating to such decision.

2.4 Consequences of Incorrect Location Information. If the User's emergency address, is incorrect (i.e., different than the User's actual location, or missing), the result may be (a) fire, police or emergency personnel not being able to find a User's location and/or (b) the User experiencing a delay in response times. Customer acknowledge and agree that Customer are responsible for any liabilities, costs, fines or other penalties, including service provider charges, that result from improper dispatch of Emergency Services or calls to emergency service dispatchers and shall indemnify Mitel against any third party claim arising from or related to same.

2.4 Mitel has no control. Customer further acknowledges and agrees (and Customer will cause Users to do same) that Mitel does not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any local emergency response center and Mitel relies on third parties to transmit and route emergency calls to local emergency response centers.

2.5 Availability of Emergency Calls. Without limiting Section 9.3 (Mitel Not a Telecommunication Service Provider) Customer acknowledges and agrees that Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

2.6 Acceptance of Limitations. Customer is required to ensure Users are made aware of the limitations as set out in this Section 2 and expressly consent to them prior to access to the Cloud Services. By accepting these Terms, Customer acknowledges that: Customer and Users have received and understand the information regarding the limitations of our Emergency Services; and assume the risks associated with such limitations.

3. Illegal Calls. In order to investigate, monitor and limit illegal calls, Mitel may, in compliance with law: (i) perform checks of calls originating from User telephone numbers against known or suspected robocallers and robocall characteristics, and (ii) from time to time, including where required by a regulator, traceback certain User calls to determine the origin. Customer agrees to provide a single point of contact to work with Mitel, and fully cooperate with Mitel (and any regulator) to address same.

4. United States. Notwithstanding Section 2.3, except otherwise agreed by Mitel

in writing, the Cloud Service is not currently available for use in the United States.

5. United Kingdom. The following shall apply in respect of Cloud Services intended for use and hosted in the UK (as set out in the Order): (i) Mitel provides SIP Services; (ii) Customer consent to Mitel's use of traffic and/or location data contained for billing purposes; (iii) where directories are mandated by Applicable Law, Mitel will provide directory providers with basic directory information in relation to Licensed Users unless Mitel has been advised in writing not to do so; (iv) subject to section 3 (Emergency Services)in these service specific terms above, Emergency Services calls can only be made within England, Wales, Scotland and Northern Ireland; (v) nothing in these Terms excludes or limits our liability for fraud, death or personal injury caused by our negligence, or for any liability that cannot be excluded or limited by law; (vi) no express term of these Terms nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it; (vii) Mitel Networks Limited and Unify Holding UK 1 Limited are authorized to do business in the United Kingdom; (viii) if Customer are billed for Customer's Cloud Services within the United Kingdom and the User's employer has less than ten (10) employees (including contract employees) that employer will be considered a "microenterprise or small enterprise customer" or "not-for-profit-customer" and notwithstanding anything to the contrary in the Order, the automatic renewal set out in these Terms shall not apply. If the Initial Service Term is more than two years, Customer expressly waive Customer right to a shorter committed period; (ix) if Customer has a complaint about the Cloud Services, Customer should contact Mitel using the details set out in the Complaints Code of Practice available upon request; (x) if Customer are a microenterprise or small enterprise customer or a not-for-profit customer, an alternative dispute resolution scheme is available free of charge for disputes Customer are unable to resolve with Mitel. Details of the scheme are available upon request; (ix) details of our standard fees and charges for Cloud Services purchased directly from Mitel with in the United Kingdom are available upon request; (x) Customer acknowledge that: (a) Customer and Users have no ownership, interest or goodwill in any telephone numbers issued in support of these Terms; and (b) termination of the Cloud Services for any reason will result in immediate loss of all telephone numbers associated with the Cloud Services unless they are ported to another service provider prior to termination of those services. (xi) where Mitel has received a number porting request, Mitel will take commercially reasonable steps to transfer the number in accordance with standard porting procedures between communications providers provided that the applicable account contains accurate and complete information and is in good standing, including payment for all Service Fees. For clarity, porting a number to another service provider shall not release Customer of any fees otherwise due under this agreement. Details of our standard fees and charges for number porting purchased are available upon request. (xi) Mitel will take reasonable steps to ensure that the transfer of numbers and subsequent activation is completed as soon as reasonably practicable in accordance with Applicable Law. Customer acknowledge that the timing of any such transfer can be impacted by certain technical and procedural requirements in relation to number transfers, including where Mitel needs to secure an agreement with another communications provider relating to number transfers. Customer may be entitled to claim compensation for delays caused by Mitel in transferring numbers; and (xii) notwithstanding section 9.4 (Changes) of the Terms, Mitel will provide Customer with one month's notice of any changes to these Terms (unless they are required by a change in laws or are purely administrative with no negative impact on Customer) and Customer may terminate these Terms in writing without having to pay any early termination fees provided that such notice is served within one month after our notification of the changes to these Terms.

MITEL WORKFLOW STUDIO

1. Customer (and not Mitel) is solely responsible for the design and configuration of Customer Workflows. Mitel is not responsible if the Workflow does not perform as expected by Customer.

2. Notwithstanding anything herein, should Mitel become aware of any Workflow which violates these Terms, Mitel reserves the right to delete such Workflow immediately and without notice.

3. Nothing shall prevent Mitel or another customer from creating and utilizing

Workflows which are the same or substantially similar to Customer's WorkFlows provided that any such Workflow are independently created.

4. Routing of Emergency Service calls is not permitted with Workflow Studio.

UNIFY PHONE

1. Emergency Services. Customer acknowledges and agrees that: (A) while calls to/from the PSTN may be initiated from/or terminated on the Cloud Services, the Cloud Services merely facilitate transmission and receipt of audio between Users and the Customer Controlled MLTS and do not interconnect with the PSTN, (B) the Cloud Services do not track User location and do not update User's location information in the Customer Controlled MLTS, (C) if Emergency Services calls are initiated from the Cloud Services, the emergency services call, like any other call, will be placed by the Customer Controlled MLTS using its PSTN connectivity and will present the User's emergency service location information which available in the Customer Controlled MLTS at the time of the emergency services call, if any, (D) it is Customer's and its Users' responsibility to ensure that emergency address(es) registered in the Customer Controlled MLTS are accurate at all times, (E) Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information, and (F) Users who dial emergency services, including by accident, should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up.

2. United States. Use of the Cloud Service is not permitted in the United States.

MIYA AI

1. Use of Data. Customer acknowledges and agrees that Mitel may use and analyze Customer Data, and/or Logs for the purposes of (i) analytics, improvement and enhancement of MIYA AI, (ii) improving Documentation (iii) developing new MIYA AI features and/or (ivii) tracking and measuring Customer performance. Mitel may use Customer Data for any other purpose provided it is in an aggregrated form that does not identify Customer.

2. Content
2.1 MIYA AI may generate a response including without limitation data, text, sound, or image ("**Outputs**") based on Customer Data submitted to MIYA AI, (collectively "**Content**").

2.2 Customer may not provide Customer Data or use Outputs and/or MIYA AI in any way that misappropriates, infringes or violates any third-party rights, including intellectual property rights. Customer agrees that Customer Data will not violate these Terms, including the Acceptable Use Policy, and other policies that apply to Customer's use of MiYA AI, which Mitel may supplement, update, or revise, at any time.

2.3 Customer agree that, personal data and Excluded Data are not permitted to be uploaded or transmitted to the Cloud Services. Customer shall ensure Users are subject to the same obligations set forth herein.

2.4 To the extent Customer uses Outputs, Customer agrees to disclose that the Output is AI-generated.

3. Mitel's reservation of all right, title and interest set forth in Section 5.1 (Ownership) of the Terms shall apply to all Outputs, and any information, analysis, insights, inventions and algorithms derived from Customer Data by Mitel.

4. AI Accuracy
4.1 The specific Outputs MIYA AI will generate based on Customer Data cannot be predicted in advance.

4.2 Outputs may not always be accurate. Customer should not rely on Outputs from MIYA AI as a sole source of truth or factual information, or as a substitute

for professional advice, or as official advice from Mitel. Customer must evaluate Outputs for accuracy and appropriateness for each use case, including using human review as appropriate, before using or sharing Outputs from MIYA AI. Customer may verify Output by referring to the Documentation and/or contacting a Mitel support representative

4.3 The warranty disclaimers outlined in Section 6.1 (Disclaimer of Warranties) of the Terms shall also apply to Outputs.

5.   Miscellaneous

5.1 Mitel is not obligated to retain any Customer Data used or otherwise processed in connection with Customer's use of MIYA AI.

5.2 The limitation of liability outlined in Section 7 (**Limitation Of Liability**) of the Terms shall also apply to Outputs.