

## MICLOUD CONNECT CX GLOBAL SERVICE LEVEL AGREEMENT

Mitel will use commercially reasonable efforts to avoid and remedy situations in which Customer is unable to receive inbound calls by means of the MiCloud Connect CX Cloud Service (the “**Service**”). This Service Level Agreement (“**SLA**”) describes the remedies available to Customer in the event Mitel’s telephony for the Service application, as reported in <https://status.talkdesk.com/> (the “**Phone Service**”) falls below the service levels provided herein.

This SLA is limited to the Service and specifically the core contact center services delivered in the Covered License Types (defined below) only. Service Level Agreements for other Mitel Cloud Services can be found at: <https://www.mitel.com/en-ca/legal/mitel-cloud-services-terms-and-conditions>.

**1. MiCloud Connect CX Cloud Service Availability.** Customer acknowledges that Mitel will schedule a daily system maintenance window. Mitel may occasionally have to interrupt services outside of this maintenance window, including for purposes of upgrades and maintenance to the Phone Service application and the applicable data center, in which case Mitel shall endeavour to provide notice to Customer of the scheduled downtime via <https://status.talkdesk.com/>. The Service Levels provided under this SLA do not include services provided with respect to the following matters: (i) any problems caused by modifications by Customer to the Phone Service not made or authorized by Mitel; or (ii) any problems resulting from the Customer combining or merging the Phone Service with any hardware or software not supplied by Mitel, or not identified by Mitel as compatible with the Phone Service. Notwithstanding anything contained herein to the contrary, the parties agree on the following definitions, terms and conditions:

(i) “**Permitted Downtime**” means any time during a calendar month in which Customer is not able to receive inbound calls for the following reasons: (a) a scheduled daily maintenance window; (b) any maintenance outside the daily scheduled maintenance for which Mitel shall endeavour to provide notice to Customer at least 24 hours in advanced via <https://status.talkdesk.com/>; (c) an emergency maintenance window in which Mitel is required to provide maintenance as a result of conditions beyond Mitel's control, including, without limitation, a Force Majeure Event (as hereinafter defined) or otherwise, which maintenance is required to be performed on an emergency basis to maintain Total Scheduled Availability; (d) software or hardware not provided, controlled or authorized by Mitel; (e) Force Majeure Events; (f) negligent or willful acts of Customer or its users; and (g) Customer’s failure to implement commercially reasonable changes in equipment or software recommended by Mitel as essential to maintain service levels.

(ii) “**Downtime**” means any time during a calendar month in which Customer is not able to receive inbound calls for thirty (30) continuous minutes or longer due to the Phone Service for any reason other than a Permitted Downtime.

(iii) “**Force Majeure Events**” means any event or condition that directly or indirectly prevents Mitel from performing the 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 telecommunications services provider, or connectivity delays with internet providers outside of Mitel's reasonable control.

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

(v) “**Actual Uptime**” means Total Scheduled Availability minus Downtime, in minutes.

(vi) “**Actual Uptime Percentage**” means the Actual Uptime divided by the Total Scheduled Availability multiplied by 100 (Actual Uptime/Total Scheduled Availability X 100).

2. **Service Availability Credits.** If during Customer’s Service Term for the Service, the Actual Uptime Percentage during any calendar month for the following Service license types described below (“Covered License Types”) is lower than 100%, and Customer requests a credit in writing within seven (7) calendar days of the Downtime, Mitel will give Customer a credit with respect to the Service Fees paid by Customer for that month for the specific Covered License Types for the Service that were affected by the Downtime by a percentage equal to the applicable service credit percentage set forth below. Such credit will be applied to Customer’s next monthly invoice.

<b>Covered License Types</b>	<b>Actual Uptime</b>	<b>Service Credit Percentage</b>
MiCloud Connect CX for Sales	Less than 100%	3.5%
MiCloud Connect CX for Service		

For purposes of clarity, SLA credits do not apply to the following Service license types: (i) MiCloud Connect CX Professional and (ii) MiCloud Connect CX Professional Plus.

**Last Modified June 1, 2020**