

Mitel Cloud Service Level Agreement



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Purpose

This Service Level Agreement (“**SLA**”) overviews Mitel Cloud Services, Inc. best practices, goals and Customer remedies with respect to providing industry leading customer service. All information outlined in this SLA is subject to the Mitel Cloud Services, Inc. - Terms and Conditions of Service.

1. Definitions

“**AP**” means a reseller who is authorized and certified by MNI to market, install and maintain MNI branded products and or Services to Customers.

“**Critical Failure**” means events in which one or more of the Customer’s handsets cannot initiate or receive voice calls for over thirty (30) minutes due to infrastructure, network or equipment owned and/or controlled by Mitel.

“**Customer**” means a company or individual who has procured Services from Mitel which may or may not include products and/or Products from Mitel either directly or through an AP.

“**Downtime**” means the inability to initiate or receive voice calls for over thirty (30) minutes due to infrastructure, network, or equipment owned and/or controlled by Mitel as reported by Customer or AP.

“**Force Majeure**” means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of Mitel, including, but not limited to, acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, government acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of Mitel, despite Mitel's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences.

“**Mitel**” means Mitel Cloud Services, Inc.

Mitel Support Team – Contact the Mitel Customer Interaction Center at 800-722-1301, and select the appropriate option

“**MNI**” means Mitel Networks, Inc.

“**Scheduled Downtime**” is defined as commercially reasonable period to allow for events that are reasonably foreseeable and under the control of Mitel. Mitel will perform all service maintenance resulting in service outages outside of industry standard commercial hours in the respective local time zone and provide 72 hours of notice to the Customer or AP. Mitel reserves the right to perform unscheduled maintenance without notice in the events where Mitel believes it is in the best interests of the Customer.

“**Service**” is defined as the performance of duties or the duties performed by Mitel as it relates to Schedule A “Mitel Support” within the attached SLA.

2. Scope of Support Services

Mitel will endeavor to use commercially reasonable means to resolve and prevent issues which result in the Customer being unable to send or receive voice data on the Mitel offered Service.

3. Service Availability

Mitel shall make the Services (voice and data, where applicable) available for access and use by Customer 24x7x365, excluding any Scheduled Downtime or downtime due to a Force Majeure event. Service availability is calculated by subtracting from 100% the result of the number of minutes of unscheduled downtime at the core cloud communications hub in a calendar month divided by the total number of minutes in such calendar month. If the monthly Services Availability is less than 99.99%, service level credits may be provided to Customer as further detailed in Section 8 below.

4. Support Availability for Critical Failure

Mitel will, within reason, provide 24x7x365 support for all Critical Failures of the Service that are not due to a Force Majeure or Scheduled Downtime. To ensure receipt of a Critical Failure notice, Critical Failures must be communicated to Mitel by phone to the Mitel Support Team and will be considered an open issue when a case number is received by the Customer from the Mitel Support Team. From the point of receiving an open case number, measurement under this SLA will be considered in force. In addition, it is recommended that trained network and IT personnel be made available by the Customer and/or AP for the prompt resolution of Critical Failures.

5. Support Availability for Other Requests

For issues, other than Critical Failures, Mitel will provide phone support and/or email support from 8:00 am to 5:00 pm in Customer's local time zone via a phone call to the Mitel Support Team or a request may be submitted to Mitel via an email MiCloudSupport@mitel.com. A response will be provided within 24 to 48 hours. All support requests will be provided with a case number and severity level for tracking and communication purposes. Within what is commercially reasonable, Mitel endeavors to respond, update, and resolve cases as outlined Schedule A – Mitel Support, attached hereto.

6. Support Obligation for Customers Supplying Internet Service from a 3rd. Party Internet Service Provider

All Mitel devices require a valid broadband Internet connection to make and receive calls. The performance of the Service is dependent on the performance of the broadband Internet connection between the Customer User facility and the Mitel data center(s). The physical connection can vary from DSL to T1 or greater and firewalls are critical to this deployment, providing voice and data traffic priority. Solution performance quality can be affected if the Customer operating environment is impacted by hardware failure, feature loss or incompatibility.

In addition, Services can be impacted if the Customer's Internet service provider delivers insufficient, poor-quality or otherwise impaired bandwidth. If one or both conditions occur, the following issues may occur:

- **Packet Loss** - Data sent from the Customer network is lost in transit to the Mitel data center. Packet Loss should not exceed 1% on any call. Packet Loss greater than 1% could result in low quality audio or dropped calls.
- **Latency** - The time between a network request and response. Latency should be less than 100ms from the device to the data center. Latency greater than 150ms will result in "choppy calls".
- **Jitter** - The amplitude and frequency of the Customer's network latency. Jitter occurs when latency exceeds or spikes regularly beyond 20ms in either direction and results in low-quality audio.

Troubleshooting the Customer's Internet or their service provider's network is beyond the scope of the Mitel support obligation. Mitel will provide data points to the Customer's network IT professional for help in identifying quality of service issues as well as firewall or switch configuration. Third party ISP services are not eligible for SLA credit's as Mitel has no control over their performance and/or service specifications. Mitel does not support off-net phones or networks and cannot guarantee the quality of service received. Mitel can engage professional services for complex troubleshooting or provide additional documentation to the Customer's network IT professional.

7. SLA Amendments

Mitel withholds the right to update and amend the SLA throughout the period of the Customer's contract term with Mitel. The most recent version of the SLA shall be made available upon request through the Mitel.



8. Service Level Credit

If the monthly Service availability is less than 99.99% after the report by Customer of a Service outage, and Customer requests a credit in writing to MCSCustomerService@mitel.com including in the communication their case number from the open trouble case within fifteen (15) calendar days of the event. Mitel shall credit the Customer the applicable amount indicated below as a credit, and not as a penalty.

- Mitel will not provide Customer with a credit if the monthly Service availability based on the above criteria is at least 99.99%.
- Mitel shall provide Customer a credit in an amount equal to five percent (5%) of the monthly Service fee if the monthly Service availability based on the above criteria is 99.00% to 99.98%.
- Mitel shall provide Customer a credit in an amount equal to seven and one half percent (7.5%) of the monthly Service fee if the monthly Service availability based on the above criteria is 98.00% to 98.99%.
- Mitel shall provide Customer a credit in an amount equal to ten percent (10%) of the monthly Service Fee if the monthly Service availability based on the above criteria is less than 98.00%.

9. Mitel Infrastructure Only Support Responsibilities

Where Customer is managed by an AP and is only procuring IaaS, UCaaS or Hospitality infrastructure services (the “**Mitel Infrastructure**”), Mitel is only responsible for issues and outages related solely to the instances and network provided directly by Mitel in Mitel’s data center. Issues related to any applications hosted on the Mitel Infrastructure are the sole responsibility of the installing and maintaining entity associated with the account, typically an AP or Customer. The AP or Customer who is the installing and maintaining entity is responsible for all application configurations and changes including, but not limited to, programming extensions, updating call flows, system upgrades, designing auto attendants and debugging application issues. In addition, the AP or Customer is responsible for network and voice quality issues up to the Mitel demarcation point (e.g. a Mitel provided circuit or the Mitel data center). Mitel is responsible for infrastructure related issues such as virtual machine resets/freezes, provisioning of additional virtual resources, etc. **For the sake of clarity, Mitel is not responsible for product support or application configurations.** The Mitel Infrastructure triage process is attached here to as **Schedule B - Infrastructure Triage Process**.

SCHEDULE A, Mitel Support

Priority Classification	Classification Definition	Response Time	Action Plan	Work Around	Resolution Time	Status Update
Critical	Complete work stoppage, complete system failure and/or reset, all customers/users impacted and unable to conduct business	< 30 Minutes	< 1.5 Hours	4 Hours	< 5 Business Days	Each hour, unless a longer duration is mutually agreed to
High	Severe work stoppage but customer can conduct business	< 1 Hour	< 3 Hours	8 Hours	< 7 Business Days	Every 3 Business hours, unless a longer duration is mutually agreed to
Medium	Partial minor loss of service, impact is an inconvenience that will require a workaround to restore functionality	< 2 Hours	< 8 Hours	16 Hours	< 10 Business Days, unless a release is required	Every 16 Business hours, unless a longer duration is mutually agreed to
Low	Problems or issues that have minimum or no impact on customer's business	< 1 Business Day	< 1 Business Day	NC (No Commitment)	< 7 Calendar days, may depend on training & translating	Every 48 business hours, unless a longer duration is mutually agreed to

Response Time is the time that it takes for support to open a case and a response to be received from the support center. On a critical event this is accomplished with a phone call to the support center. High, Medium, low Or MAC Request can be sent in by email and which will be responded to in the timelines outlined in this SLA.

Work Around time is the time that it takes to get the customer back up on redundant circuits, or equipment, not the restoration of the circuit or equipment causing the failure. For customers who have purchased redundant circuits.

Resolution Time is the time needed to restore or replace the circuit or equipment to original operating condition. This includes moving that back to the primary link or equipment as appropriate.

SCHEDULE B, Infrastructure Triage Process

