

6721IP/6725IP - END USER SOFTWARE LICENSE AGREEMENT ("EULA") AND LIMITED WARRANTY

The software included in this Product, including, without limitation, firmware and all updates and copies thereto, including any software that may be downloaded electronically via the internet or otherwise (the "**Software**") is licensed, not sold. Mitel Networks Corporation, hereinafter known as "**Licensor**," hereby grants to the user ("**Customer**") a personal, non-transferable, non-sublicensable, non-exclusive, revocable and restricted use license to use the Software as provided in object form solely with the hardware for which the Software is provided. This Software may integrate programs that are licensed to Licensor by third parties ("**Suppliers**") for distribution under the terms of this EULA. These programs are confidential and proprietary, and as such are protected by copyright law as unpublished works and by international treaties to the fullest extent under the applicable law. All Software shall remain the property of Licensor and its Suppliers, subject to the terms and conditions of this EULA, with all rights reserved. The provisions of this EULA are made expressly for the benefit of and are enforceable by Licensor and/or its Suppliers to the fullest extent of the law.

Customer's use of this Software shall be deemed to reflect Customer's agreement to abide by the terms and conditions contained in this EULA. Removal or modification of trademarks, copyright notices, logos, etc., or the use of Software on any hardware or in conjunction with software other than that for which it is intended, or any other material breach of this EULA, shall automatically terminate this EULA for breach. If this EULA is terminated for breach, Customer shall immediately discontinue use and destroy or return to Licensor all Software and other confidential or proprietary information of Licensor.

The Software represents programs which are works conforming to the requirements of Section 401 of title 17 of the United States Code. As qualified "Commercial Computer Software," use by the Government or its authorized users shall be governed by the restrictions set forth in this EULA. Customer shall not disclose to any third party such confidential and proprietary programs and information and shall not export licensed Software to any country except in accordance with applicable export laws and restrictions including those of both the United States and Canada. Customer agrees to not reverse engineer, decompile, reverse compile, disassemble or display Software. Customer shall not modify, copy, reproduce, transfer to others or distribute, transcribe, translate or reduce to electronic medium or machine readable form or language, exceed the authorized/ or built-in capacity or limitations indicated in the documentation, attempt to derive source code or attempt to learn structure or algorithms without the express written consent of the Licensor and its Suppliers, or disseminate or otherwise disclose the Software to any third party. Customers must not install any software in the Product which has the effect of modifying the call control software in the Product, without the express written consent of Licensor. Except as expressly provided in this EULA, no rights to the intellectual property of Licensor or its Suppliers are granted to Customer.

The Software is not designed, manufactured or intended for use in hazardous environments or in applications requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, life support or communication systems, air traffic control, weapons systems or life support systems, in which the failure of the Software could directly lead to death, personal injury, or severe physical or environmental damage. This Product may not work if the power to the system is interrupted or if the Customer's telephone services or local area network ("LAN") is interrupted, depending on the system design and configuration. This Product may not provide the location of a phone extension to emergency services when a Customer calls emergency services (e.g., 911, 112, 999, etc.), depending on the system design and configuration. Certain U.S. (state and/or federal) and foreign laws may require the Customer operating a multi-line telephone system ("**MLTS**"), such as this Product, to provide emergency services with the physical location/address of a phone extension that calls emergency services, in addition to the caller's telephone number. The Customer is responsible for the configuration of their system for safe use and for compliance with the MLTS laws. The Customer should consider having at least one of its telephone lines connected to a telephone that (1) is separate from these Products and (2) does not require separate power in order to dial emergency services. By using these Products, the Customer acknowledges the hazards covered by these warnings.

LIMITED PRODUCT WARRANTY. Licensor warrants this Product against material defects in material and workmanship under normal use and service for one (1) year from the date of original purchase from an authorized distributor or reseller ("Warranty Period"). If there is a material defect, Licensor shall, at its option, and as the Customer's exclusive remedy, repair or replace the Product with the same or equivalent Product at no charge, if returned by the original end user Customer within the Warranty Period. If the foregoing options are not reasonably available, Licensor may, in its sole discretion, refund to Customer the purchase price paid for the defective Product. All Products that are replaced will become the property of Licensor. If replacement parts are used in making repairs, these parts may be refurbished, or may contain refurbished materials. If it is necessary to replace the Product, it may be replaced with a refurbished Product of the same design and color. If it should become necessary to repair or replace a Product under this warranty, the provisions of this warranty shall apply to the repaired or replaced Product until the expiration of ninety (90) days from the date of pick up, or the date of shipment to Customer or until the end of the Warranty Period, whichever is later. Proof of the original purchase date is to be provided with all Product returned for warranty repairs. Products returned to Licensor must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Licensor until the returned Product is received by Licensor.

EXCLUSIONS. Licensor does not warrant its Product to be compatible with the equipment of any particular telephone company. Licensor will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the Product does not exist or results from:

- Failure to follow Licensor's installation, operation, or maintenance instructions;
- Unauthorized Product repair, modification or alteration;
- Unauthorized use of common carrier communication services accessed through the Product;
- Abuse, misuse, negligent acts or omissions of Customer and persons under Customer's control; or
- Acts of third parties, acts of God, or acts of nature as in accident, fire, flood, lightning, power surges or outages, or other hazards.

LIMITATION OF WARRANTY. IF THE PRODUCT DOES NOT OPERATE AS WARRANTED, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT LICENSOR'S OPTION. LICENSOR DOES NOT AND CANNOT WARRANT THAT: (I) CERTAIN PERFORMANCE, QUALITY OR RESULTS WILL BE OBTAINED USING THE PRODUCT; (II) THE PRODUCT IS FIT FOR CUSTOMER'S PURPOSES; (III) THE PRODUCT SOFTWARE IS ERROR-FREE OR BUGFREE; OR (IV) THE PRODUCT OR SOFTWARE WILL PROVIDE UNINTERRUPTED USAGE. EXCEPT FOR THE LIMITED WARRANTY AND EXCLUSIONS THE PRODUCT, SOFTWARE AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITH THE RISK AS TO RESULTS AND PERFORMANCE ASSUMED BY CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS OF PERFORMANCE, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. LICENSOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THIS PRODUCT.

WARRANTY REPAIR SERVICES AND POST-WARRANTY SERVICES. When Customer returns this Product for warranty service, Customer must present proof of purchase. Contact your regional sales representative for more information on repair services during and after the Warranty Period expires.

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, LICENSOR EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE OR INABILITY TO USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS (EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT), EVEN IF LICENSOR OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IN THE EVENT OF ANY FAULT OF LICENSOR, MISREPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT LICENSOR'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. This warranty gives the Customer specific legal rights which may vary depending on local law. Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain Products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to the Customer. In the event that the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty and to the greatest extent permitted by law. Licensor shall not be liable for the loss of personal data, software, call logs, etc. on a Product returned for repair. Licensor assumes no liability for any delay in providing warranty repairs/replacements or for the loss of use due to repairs.

GOVERNING LAW. This EULA and Limited Warranty shall be governed by the laws of the State of New York, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety.

COPYRIGHT. All rights reserved under International and pan-American Copyright Conventions. No part of the contents may be copied, reproduced, or transmitted in any form or by any means, or translated into another language or format, in whole or part, without written consent of Mitel Networks Corporation. "Mitel" and the logo design are trademarks or registered trademarks of Mitel Networks Corporation. in the United States, Canada and various countries. Do not remove (or allow any third party to remove) any Product identification, copyright or other notices.