



**AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT  
FOR PURCHASE OF MARTELLO SERVICES AND PRODUCTS**

<b>Mitel Networks Corporation, on its own behalf and on behalf of its affiliates ("Mitel")</b>	<b>Martello Technologies Corporation ("Martello")</b>
<b>Principal Place of Business (Address): 350 Legget Dr. Ottawa, ON K2K 2W7</b>	<b>Principal Place of Business (Address): 390 March Road, Suite 110 Kanata, ON K2K 0G7</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name: Bob Agnes</b>	<b>Name: John Proctor</b>
<b>Title: EVP, UC Products and Solutions</b>	<b>Title: CEO</b>
<b>Date: January 15, 2019</b>	<b>Date: January 15, 2019</b>

Redacted -  
personal  
information.

The parties hereto have caused this Amendment to be executed by their respective duly authorized representatives.

This Amendment No. 1 ("Amendment") is an amendment to the Amended and Restated Agreement for Purchase of Martello Services and Products signed between Mitel and Martello and effective on April 21, 2016 (the "Agreement"). This Amendment is effective as of December 1, 2018, notwithstanding its date of execution ("Amendment Effective Date").

**RECITALS:**

**WHEREAS:**

- A) The parties entered into the Agreement under which Martello agreed to provide certain products and services during the Term in accordance with the terms thereof; and
- B) The parties have mutually agreed to amend the Agreement on the terms and conditions set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- A) The foregoing recitals are true and correct and are incorporated herein by reference.
- B) The Agreement is hereby amended as follows:

- 1) Section 1.3 of the Agreement is hereby deleted and replaced with the following:

"Confidential information" means any and all information, including without limitation all technical, financial, scientific, customer, business and market related information and product specifications that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, provided that if such information (i) is in writing or other tangible form, such information is marked as confidential when disclosed or (ii) if not in tangible form, such information is identified as confidential when disclosed, or (iii) by its nature or the circumstances of disclosure would normally be considered confidential by the parties using reasonable business judgment. For purposes of clarity, Customer Data is Mitel Confidential Information.

- 2) Section 3.6 of the Agreement is hereby deleted and replaced with the following:

Redacted -  
information  
regarding  
pricing,  
products and  
services.

[Redacted]

Redacted - information regarding pricing, products and services.

- 3) Section 4.2 (Service License Term) of the Agreement is hereby deleted and replaced with the following:

4.2 Service License Term: Services are made available to Mitel in accordance with this Agreement. The duration of Service terms for particular Customers shall be as set out in the applicable Purchase Order [Redacted] unless otherwise agreed by the parties, shall be in line with one of the Service options set out in Exhibit A attached hereto.

- 4) The following shall be added as a new Section 7.6 of the Agreement:

[Redacted]

Redacted - information regarding pricing, products and services.

- 5) The following shall be added as a new Section 8.2(d) (Invoicing) to the Agreement:

[Redacted]

Redacted - information regarding pricing, products and services.

- 6) Section 17.1 (Term and Termination) of the Agreement is hereby amended to reflect that each "Renewal Term" following the Amendment Effective Date shall be for periods of two (2) years beginning on the Amendment Effective Date. For clarity, subject to Section 17.1 and 17.2, the Agreement shall auto-renew for a period of two (2) years through to November 30, 2020, and for periods of two (2) years thereafter.

- 7) Section 17.3 (a) (Effect of Termination) of the Agreement is hereby deleted and replaced with the following:

17.3 (a) Martello agrees to accept and fulfill Purchase Orders and new Product requests received from Mitel for a period of twenty four (24) months following notice of termination ("Termination Order Period").

- 8) Section 17.3 (c) (Effect of Termination) of the Agreement is hereby deleted and replaced with the following:

"17.3(c) INTENTIONALLY OMITTED."

- 9) Section 17.3 (d) (Effect of Termination) of the Agreement is hereby deleted and replaced with the following:

17.3 (d) Except in the event of termination by Martello for breach as set out in Section 17.2, Martello agrees to continue to provide Services following the effective date of termination for those Customers still under valid Service Terms for a period not to exceed four (4) years from expiration of the Termination Order Period provided that Mitel continues to pay the associated Fees for such Services as described in Exhibit A. Following expiration of the last remaining Customer Service term, or any other termination event, then: (i) the rights granted by one party to the other will cease immediately; (ii) Martello will provide Mitel access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Martello's then-current rates for the applicable Service; (iii) after a commercially reasonable period of time, or upon earlier request from Mitel, Martello will delete Customer Data; and (iv) upon request each party will promptly return or destroy all other Confidential Information of the other party.

- 10) The following shall be added as a new Section 17.3 (e) to the Agreement:

[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted text block]

Redacted - information regarding pricing, products and services.

11) Section 20.16 (Release Event) of the Agreement shall be deleted in its entirety and replaced with the following:

[Redacted text block]

Redacted - information regarding pricing, products and services.

[Redacted text block]

[Redacted text block]

Redacted - information regarding pricing, products and services.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

12) [Redacted text block]



Redacted -  
information  
regarding  
pricing,  
products and  
services.

13) Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

- C) Terms not otherwise defined in this Amendment shall have the meaning set out in the Agreement. Except as amended hereby, the parties confirm that the Agreement remains in full force and effect in accordance with the terms thereof and the terms not hereby amended shall apply to this Amendment as though stated herein.
- D) If there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
- E) The Agreement, as amended by this Amendment, represents the entire Agreement of the parties on these matters and may not be further modified or amended without the express written consent of the parties.
- F) This Amendment may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original agreement. A signature on this Amendment by one party communicated to the other by electronic transmission, such as PDF, email or facsimile, will constitute execution of this Amendment.

**Exhibit A**  
**Mitel Performance Analytics ("MPA")**  
**Product Description, License Fees and Payment Terms**

**I Product Description**

[Redacted text block]

Redacted - information regarding pricing, products and services.

**II MPA Fees**

[Redacted text block]

Redacted - information regarding pricing, products and services.

**III Enterprise Offer**

[Redacted text block]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Redacted - information regarding pricing, products and services.







[Redacted text block]

Redacted - information regarding pricing, products and services.

**VI Other**

[Redacted text block]

Redacted - information regarding pricing, products and services.

# Amended and Restated Agreement for Purchase of Martello Services and Products

This Agreement (the "Agreement") is entered into as of Effective Date below by and between Martello Technologies Corporation, whose principal place of business is at 390 March Road, Suite 110, Kanata, Ontario K2K 0G7 CANADA ("Martello"), and Mitel Networks Corporation on behalf of itself and its affiliates ("Mitel"), whose principal place of business is at 350 Legget Drive, Ottawa, Ontario, K2K 2W7 CANADA

**WHEREAS** Mitel and Martello entered into an Agreement for Purchase of Martello Services and Products effective March 1, 2012, as amended ("Original Agreement");

Mitel and Martello wish to amend and restate the terms of the Original Agreement with the terms of this Agreement as set out herein;

Mitel desires to purchase from Martello and Martello desires to sell certain products and services of Martello for use by Mitel and/or its Customers;

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

## 1.0 Definitions.

1.1

[Redacted]

Redacted - information regarding pricing, products and services.

1.2

"Administrators" mean the Mitel-designated technical personnel who administer the Services on Mitel's behalf.

1.3

"Confidential Information" [Redacted]

Redacted - amended by amendment #1

1.4

"Documentation" means all user manuals, promotional materials, and all related materials, whether hardcopy or softcopy, pertinent to the operation and use of the Products, including all technical notes and information relating to the Products not contained in the above-mentioned documentation;

1.5

"Customer" means any customer that has purchased and is an active user of a Product from Mitel, either directly or indirectly through a Reseller or a Mitel affiliate, and end users of such Customer.

1.6

"Customer Account" means Martello-hosted accounts provided to Customers by Mitel through the Services for the purpose of enabling such Customers to use the Service.

1.7

"Fees" means the amounts payable by Mitel to Martello for the Products and Services as described in Exhibit A attached hereto.

"Firmware" means machine-executable code resident in devices forming part of the Hardware and includes Documentation and Updates and Releases to such Firmware;

1.8

"Hardware" means the Martello hardware products listed in Exhibit A, or any amendment thereto, [Redacted]

[Redacted] and includes Firmware and all Documentation related to the Hardware as well as any Updates and Releases for such Hardware.

Redacted - information regarding pricing, products and services.

- 1.9 **"High Risk Activities"** means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the failure of the Services could lead to death, personal injury, or environmental damage.
- 1.10 **"Intellectual Property Rights"** means current and future worldwide intellectual and industry property rights of any nature including those under patent law, copyright law, trade secret law, trademark law, moral rights law, confidential information and other similar or related rights.
- 1.11 **"Notification Email Address"** means the email address(es) designated by Mitel or a Customer to receive email notifications from Martello.
- 1.12 **"Products"** means the Hardware, Software and Services that are described in Exhibit A or any revision thereto. [REDACTED]
- 1.13 **"Purchase Order"** means a written purchase order that is issued by Mitel to Martello in accordance with Paragraph 6.1.
- 1.14 **"Release"** means any Product release by Martello which modifies, revises or alters any of the Products and adds features, functionality or enhancements to such Product. A Release is denoted and designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X). A Release may also include an Update.
- 1.15 **"Reseller"** means any value added reseller or distributor authorized by Mitel either now or in the future to resell or distribute Mitel products.
- 1.16 **"Services"** means the Martello services, including any Updates, Releases and Customizations of such services, that are described in Exhibit A or any revision thereto [REDACTED]
- 1.17 **"Service Commencement Date"** is the date upon which Martello makes the Services available to Mitel or a particular Customer, as applicable, [REDACTED]
- 1.18 **"Service Pages"** mean the web pages displaying the Services to Mitel.
- 1.19 **"Software"** means computer programs and routines [REDACTED] that provide basic logic, operating and user-related application instructions [REDACTED] that are for use with the Products or are listed as a Product in Exhibit A, and includes all Documentation for the Software as well as any Updates, Releases and Customizations for such Software.
- 1.20 **"Suspend"** means the immediate disabling of access to the Service, or components of the Service, as applicable, to prevent further use of the Service.
- 1.21 **"Taxes"** means any duties, customs fees, or taxes (other than Martello's income tax) associated with the sale of the Products, including any related penalties or interest.
- 1.22 **"Update"** means any Product release by Martello that fixes existing problems with the Hardware and/or constitutes a patch, bug fix or maintenance release for the Software. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

**2. GRANT OF RIGHTS.**

2.1

[REDACTED]

Redacted - information regarding pricing, products and services.

(d) [Redacted]

Redacted - information regarding pricing, products and services.

2.2 **Restrictions.** [Redacted]

Redacted - information regarding pricing, products and services.

2.3 [Redacted]

Redacted - information regarding pricing, products and services.

2.4 **Demonstration License.** Mitel shall have the right to obtain, free of charge from Martello, generic demonstration copies of the Products in quantities that are sufficient for Mitel [Redacted]

Redacted - information regarding pricing, products and services.

2.5 **Trademark License.** Mitel shall have the [Redacted] right [Redacted] to use Martello's name, logo and trademarks solely for the purpose of marketing, promoting, distributing and re-selling the Products in accordance with this Agreement. Martello shall have the right to conduct a reasonable and timely review and approval of the first-time use by Mitel of Martello's name, logo and trademarks and as such may request Mitel to deliver samples of such use to Martello.

Redacted - information regarding pricing, products and services.

2.6

[Redacted]

Redacted - information regarding pricing, products and services.

2.7

**Posting of Updates.** Martello agrees that Mitel will have the right to post Updates on its support web site for distribution to its Customers in accordance with Mitel's standard entitlement and distribution process.

[Redacted]

Redacted - information regarding pricing, products and services.

2.8

**Grant of License.** The parties agree that Martello shall be deemed to grant to Customers a non-exclusive license to use the Software distributed and sublicensed by Mitel and any Reseller pursuant to this Agreement. At Martello's option and subject to agreement with Mitel, Martello's end-user shrink wrap license describing the terms and conditions applicable to such use shall be provided by Martello to Mitel as part of the Products purchased by Mitel under this Agreement. In distributing the Products, Mitel shall not alter the Products or Martello's end-user shrink-wrap license if provided.

3.

**Hardware and Software.**

3.1

[Redacted]

Redacted - information regarding pricing, products and services.

3.2

[Redacted]

3.3

Software ordered by Mitel will be delivered by Martello via electronic means to the delivery location detailed in the Purchase Order. The Software is deemed delivered on the date the licensing key for the Software has been made available to the Customer or to Mitel. However, Martello agrees that the warranty associated with such Software will commence once the Customer has activated the applicable license key for the Software.

3.4

[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

Redacted - information regarding pricing, products and services.

3.5 **Export Documentation.** In circumstances where any of the Products are to be exported from the country of origin and subject to the receipt by Martello of a written request from Mitel, a duly authorized officer of Martello will execute and promptly deliver to Mitel (or its designate) a Certificate of Origin on behalf of Martello for such Products in the form provided by Mitel which will be the then prescribed form under the appropriate export and import regulations. Martello agrees to use reasonable care in preparing and completing each Certificate of Origin executed and delivered to Mitel under this provision. Martello represents and warrants that each Certificate of Origin executed and delivered to Mitel under this provision is complete and accurate in all respects. Martello agrees to promptly advise Mitel in writing of (i) any development or change that may affect any Certificate of Origin executed and delivered by Martello under this provision and (ii) any review, investigation, assessment or audit involving Martello and pertaining to any such Certificate of Origin. Martello agrees to promptly comply with any request from any government authority having jurisdiction and/or Mitel for information regarding any such Certificate of Origin as well as information concerning the importation of such Products, including without limitation information regarding valuation for duty and tariff classification for such Products. Martello agrees to indemnify, defend and hold harmless Mitel from and against any and all claims, actions, damages, liabilities, duties, fines, penalties and interest related thereto, and all charges, expenses and other costs that may be incurred by Mitel in connection with any such Certificate of Origin, including without limitation any such liability and costs that may result from any omission, incompleteness, incorrectness, or false or misleading information in any such Certificate of Origin.

3.6 **Discontinuation, Modification and Last Time Buy Rights.** [Redacted]

Redacted - amended by amendment #1

4. **Services.**

4.1 **Services.** Martello agrees to provide the Services as described in Exhibit A attached hereto in accordance with any support and maintenance or service level agreements agreed between Mitel and Martello from time to time. Exhibit "B" contains the current Support and Maintenance Agreement which is subject to revision as agreed between the parties from time to time.

4.2 [Redacted]

Amended by amendment number 1

4.3 **Facilities.** All facilities used to store and process Customer Data (as defined below) will adhere to commercially reasonable security standards no less protective than the security standards at facilities where Martello stores and processes its own information of a similar type. [Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

Martello has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.

4.4

**Modifications.**

[Redacted]

Redacted - information regarding pricing, products and services.

**5.**

**Customer Data**

5.1

**Customer Data.**

[Redacted]

Redacted - information regarding pricing, products and services.

5.2

**Ownership.**

[Redacted]

Redacted - information regarding pricing, products and services.

5.3

**License.**

[Redacted]

Redacted - information regarding pricing, products and services.

5.4

**Data Transfer.**

[Redacted]

Redacted - information regarding pricing, products and services.

**6. Ordering**

**6.1 Purchase Orders.** To the extent Purchase Orders are issued for the purchase of Products in accordance with Exhibit A:

(a) such Purchase Orders will be submitted via email or other methods mutually agreed and are subject to the terms and conditions of this Agreement. Each Purchase Order shall specify the quantity, model number and description of the Hardware, Software and/or Services, Purchase Price less any applicable discounts, billing address, destination (shipping address) and requested delivery date;

(b) [Redacted]

Redacted - information regarding pricing, products and services.

(c) this Agreement shall exclusively govern all Purchase Orders for Hardware and Services issued by Mitel, and except for delivery dates, delivery locations and specific quantities stated in Purchase Orders, any additional terms on any Purchase Order, acceptance, confirmation, or other form shall be of no effect.

**6.2 Monthly Subscription.** To the extent Mitel orders a monthly subscription of the Service (which may include the Hardware) in accordance with Exhibit A, Martello shall issue a consolidated invoice for such usage in accordance with Section 7 herein.

**7. Mitel Obligations for Services.**

**7.1 Account.** [Redacted]

Redacted - information regarding pricing, products and services.

**7.2 Limiting Access.** Mitel shall not permit persons other than its authorized representatives and authorized Customers to access the Services.

**7.3 No Responsibility.** Martello accepts no responsibility and shall not be held liable for any delays, performance issues, stoppages, outages, increased costs or other similar events relating to the Services resulting solely from Mitel's failure to adhere to the provisions set out in this Section 6 to the extent such would have been avoided but for Mitel's non-compliance.

**7.4 Mitel Administration of the Services.** [Redacted]

Redacted - information regarding pricing, products and services.

**7.5 Fair Usage Policy.** [Redacted]

Redacted - information regarding pricing, products and services.

**8. Fees and Payment Terms.**

**8.1 Fees and Discounts.** The fees for any Hardware and Services ordered hereunder shall be the Fees set forth in Exhibit A as of the date Martello accepts the order for such Hardware and/or Services, as applicable, less the applicable discount set forth in Exhibit A.

[Redacted]

Redacted - information regarding pricing, products and services.

**8.2 Invoicing.** Martello shall invoice Mitel as follows:

[Redacted]

Redacted - information regarding pricing, products and services.

**8.3 Payment.**

[Redacted]

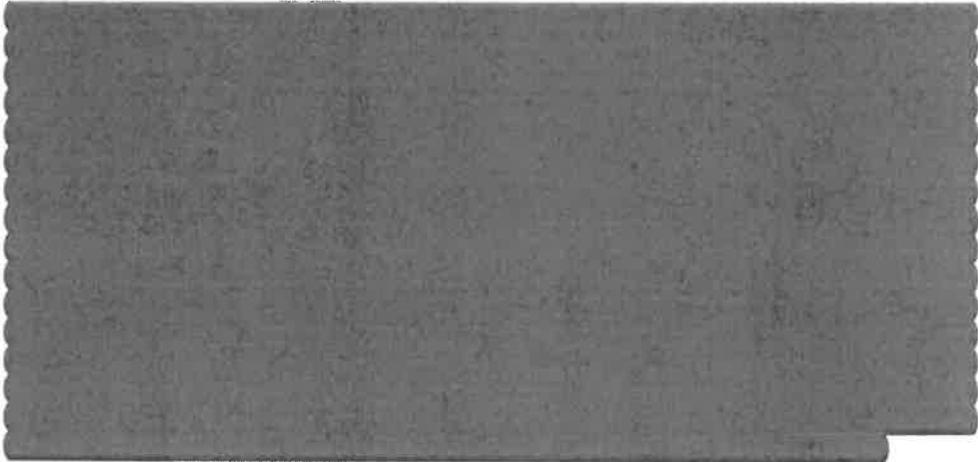
Redacted - information regarding pricing, products and services.

**8.4 Delinquent Payments.** Delinquent payments may bear interest at the rate of one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full.

**8.5 Taxes.**

[Redacted]

Redacted - information regarding pricing, products and services.



Redacted - information regarding pricing, products and services.

**9. Integration, Support and Maintenance**

**9.1 Analysis/Strategy.**



Redacted - information regarding pricing, products and services.

**9.2 Verification Testing.**



Redacted - information regarding pricing, products and services.



Redacted - information regarding pricing, products and services.



[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

[Redacted]

9.3 **Trials.** Customer trials, as determined by Mitel will, in its discretion, be undertaken by Martello to further test the integration, functional behavior and quality of each Test Release ("Trials"). Any such Trials shall be conducted in accordance with the Trial Plan documents approved by the parties as set out in Section 8.1. [Redacted]

9.4 **Test Equipment.** Each party agrees to make available to the other party, necessary equipment, Products, and technical guidance, as agreed by the parties in the Test Strategy, necessary to perform testing and trials during the Term, at no cost to the other party, for the sole purpose of performing such testing and trials as set out herein. Unless otherwise agreed in writing, the parties agree to return such equipment to the other party upon the expiration of the applicable testing period. Each party shall be responsible for any third party equipment required to conduct its portion of the testing and trials.

9.5 [Redacted]

Redacted - information regarding pricing, products and services.

9.6 Except as provided in this Agreement, Martello shall provide support for the Products on a basis to be agreed between the parties from time to time.

9.7 [Redacted]

Redacted - information regarding pricing, products and services.

9.8 [Redacted]

**10. Suspension.**

10.1 **Services Suspension by Martello.** If: (i) Mitel materially breaches this Agreement; (ii) Martello provides Mitel with notice of this breach (which may be by email to the Notification Email Address) and a minimum of fifteen (15) days to cure such breach; (iii) Martello uses commercially reasonable efforts to discuss and resolve the violation with Mitel; and (iv) despite the foregoing, the breach is not resolved, then Martello reserves the right to Suspend access to the Service upon written notice to Mitel. If, after all of the foregoing, Mitel still has

not cured a breach within ten (10) days of the commencement of a Suspension under this Section, then Martello may immediately terminate this Agreement for cause.

**11. Ownership**

11.1 **Ownership.** [Redacted]

Redacted - information regarding pricing, products and services.

11.2 **Mitel Rights.** [Redacted]

11.3 **Trade-marks.** Appropriate copyright notices shall be placed on the Products and related materials supplied by Martello. Mitel shall reproduce and include any appropriate proprietary notices under a format acceptable to both parties, including any copyright notices and restricted rights legends appearing on the Products as delivered by Martello, on any of the Products and related materials reproduced, in whole or in part, by Mitel hereunder.

11.4 **Mitel Branding.** [Redacted] Martello agrees to provide Mitel-branded versions of the Products for re-sale. Martello will perform such branding in accordance with the instructions and branding guidelines provided by Mitel. Such branding may include the application of Mitel's name, logo or any Mitel trademark as determined by Mitel. [Redacted]

Redacted - information regarding pricing, products and services.

**11.5 Product Changes Requested by Mitel.**

(a) Customizations - [Redacted]

Redacted - information regarding pricing, products and services.

(b) Where Martello develops a Customization, Schedule A shall be amended to include such Customization, as applicable, and the terms and conditions applicable thereto and once executed, such Customizations shall thereafter be considered Products under this Agreement.

(c) Product and Document Language Support - At Mitel's request, Martello shall create a language specific version of any Product, documentation, manuals and/or specifications, the costs for which shall be apportioned as mutually agreed to by the parties, [Redacted] Mitel may, at its expense, copy and translate such documentation and specifications into any language other than English if Mitel considers that such copying and translation is required to market, distribute and re-sell the Products. Mitel shall own all copyright to any translation that it creates for the Products, Documentation or specifications.

Redacted - information regarding pricing, products and services.

**12. Confidential Information.**

12.1 **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

12.2 **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by or for the recipient; or (d) was rightfully given to the recipient by another party without a duty of confidentiality.

12.3 [Redacted]

Redacted - information regarding pricing, products and services.

12.4 **Intellectual Property Rights.** [Redacted]

**13. Restrictions on Use**

13.1 [Redacted]

Redacted - information regarding pricing, products and services.

**14. Publicity.**

14.1 [Redacted]

**15. Product Liability Insurance.**

15.1 [Redacted]

Redacted - information regarding pricing, products and services.

**16 Representations, Warranties and Disclaimers.**

16.1 **Representations.** Each party represents that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with all laws and regulations applicable to its provision,

or use, of the Hardware and Services, as applicable. Martello warrants that it will provide the Services in accordance with the SLA detailed in Exhibit B.

16.2 **Martello.**

16.2.1

[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

[Redacted]

Redacted - information regarding pricing, products and services.

16.2.2

[Redacted]

Redacted - information regarding pricing, products and services.

16.3 **Standards Performance.** Martello represents and warrants that any Hardware supplied under an order will operate in conformance with applicable safety, environmental, and regulatory standards as may be defined from time to time, now or hereafter by international, federal, state, provincial and municipal governmental authorities having jurisdiction. If such Hardware does not conform to such applicable standards, Martello shall resolve this non-conformance in a timely manner, at no expense to Mitel.

16.4 **Customer Warranties.**

[Redacted]

Redacted - information regarding pricing, products and services.

[REDACTED]

Redacted - information regarding pricing, products and services.

16.5 **Harmful Code Warranty.** Martello represents and warrants that the Products will not contain any virus or any other contaminant or disabling devices including, but not limited to, codes, commands or instructions enabling, directly or indirectly, access, alteration, deletion, damage or disablement of the Products.

16.7 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE. MARTELLO MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. THE SERVICE IS NEITHER DESIGNED NOR INTENDED FOR HIGH RISK ACTIVITIES. MITEL ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

17. **Term and Termination.**

17.1 Unless or until terminated at an earlier date in accordance with Section 17.2 below, this Agreement shall become effective on the Effective Date and shall continue in effect for a period of one (1) year (the "Initial Term"). This Agreement shall thereafter be automatically extended on an annual basis for further one (1) year periods (each a "Renewal Term") unless or until terminated in accordance with Section 17.2 below, or unless or until either Party gives written notice to the other of its intent to terminate or renegotiate the Agreement no less than ninety (90) days prior to the end of its current Term. The Initial Term and the Renewal Term shall hereinafter be referred to as the "Term".

17.2 **Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

17.3 **Effects of Termination.** Notwithstanding the termination of this Agreement as provided for in this Agreement, the following obligations shall survive such termination:

(a) [REDACTED]

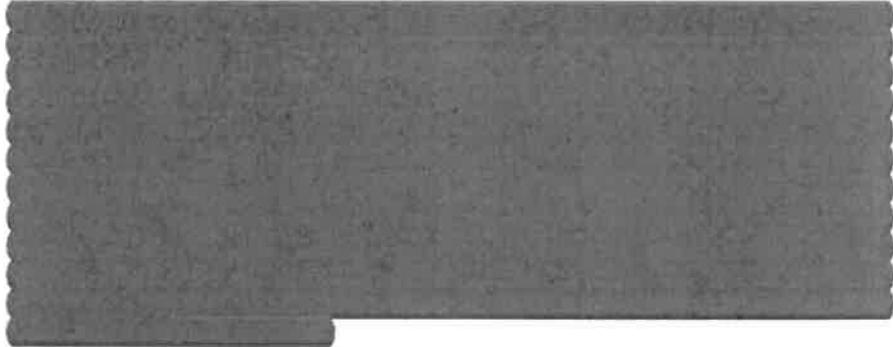
Redacted - amended by amendment #1

(b) Licenses to Customers and their Customers as well as Mitel rights granted herein which specifically address support of Products sold and/or licensed to Customers and their end users shall survive expiration or termination of this Agreement;

(c) [REDACTED]

Redacted - amended by amendment #1

(d)

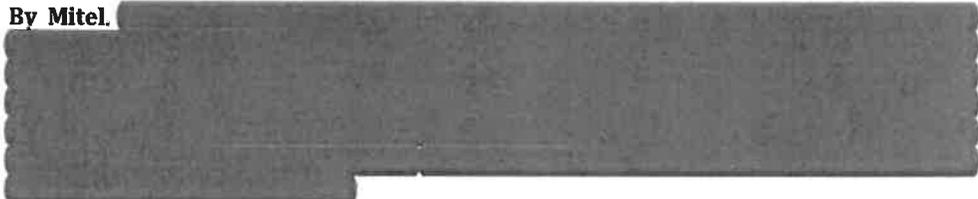


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amended by  
amendment  
#1

17.4 **Survival.** The covenants contained in this Agreement that, by their terms, require or contemplate performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

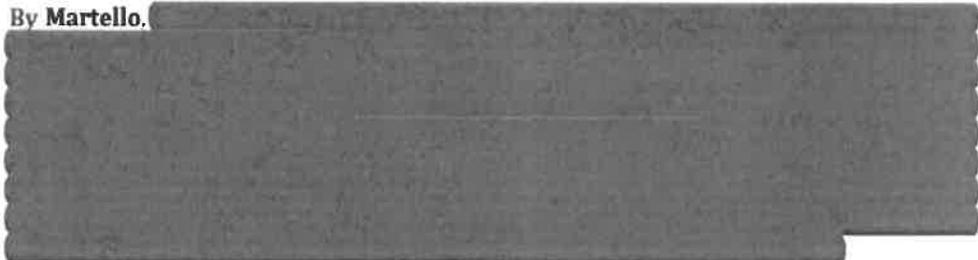
**18. Indemnification.**

18.1 **By Mitel.**



Redacted -  
information  
regarding  
pricing, products  
and services.

18.2 **By Martello.**



Redacted -  
information  
regarding  
pricing,  
products and  
services.

18.3 **General.** The party seeking indemnification will promptly notify the other party in writing of the claim and cooperate with the other party in defending the claim and each party shall take reasonable steps separately and in cooperation with the other to avoid or mitigate any damages or liability under this provision. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

**19. Limitation of Liability.**

19.1 **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

19.2 **Limitation on Amount of Liability.** [Redacted]

Redacted -  
information  
regarding  
pricing,  
products and  
services.

19.3 **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

**20. Miscellaneous.**

20.1 **Notices.** All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

20.2 **Assignment.** Neither party shall assign this Agreement without the express written consent of the other party hereto, except that either party may assign to a wholly owned subsidiary of that party or its parent company upon notice to the other party. Any assignment of any rights under this Agreement without the express written consent of the other party hereto shall not be binding upon such other party and shall not relieve the purported assignor from any liability or obligation under this Agreement. In the event of assignment, the purported assignor shall be liable, jointly and severally with any assignee, for any liabilities and obligations incurred by such assignee hereunder to the same extent as if such liabilities and obligations had been incurred by the purported assignor. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20.3 **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

20.4 **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

20.5 **Severability.** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

20.6 **No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

20.7 **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.

20.8 **Governing Law.** This Agreement and all transactions under it will be governed by the laws of Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflict of laws. The provisions of the United Nations Convention on the International Sale of Goods specifically do not apply to this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of Province of Ontario, Canada. The parties hereto expressly waive any right they may have to a jury trial and agree that any proceedings under this Agreement shall be tried by a judge without a jury.

20.9 [Redacted]

Redacted -  
information  
regarding  
pricing,  
products and  
services.

[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

[Redacted]

[Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

[Redacted]

**20.10 Injunctive Relief.** Notwithstanding the foregoing, the parties shall be entitled to seek injunctive relief from any court of competent jurisdiction and the parties shall not be bound by arbitration in the event of any breach or claim of breach of any confidentiality, non-disclosure or intellectual property provisions or obligations of this Agreement. Except where clearly prevented by the issue in dispute, both parties shall continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions hereof.

20.11 **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.

20.12 **Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

20.13 **Entire Agreement.** This Agreement together with all Exhibits, Addenda and/or Amendments constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, written, oral or electronic, with respect to the subject matter hereof including the Original Agreement, any purchase order terms and conditions, any terms and conditions of any standard supplier acknowledgement form, and any terms and conditions of any click wrap or shrink wrap license provided with or contained within the Products. This Agreement may only be modified by a written agreement signed by duly authorized representatives of each party.

[Redacted]

Redacted - information regarding pricing, products and services.

20.14 **Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

20.15 **Reviews and Road Map.**

[Redacted]

[Redacted]

Redacted - information regarding pricing, products and services.

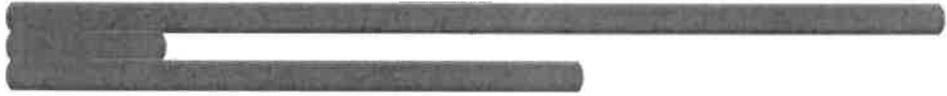
[Redacted]

Redacted - information regarding pricing, products and services.

20.16 **Release Event.**

[Redacted]

Redacted - amended by amendment #1



IN WITNESS WHEREOF, Martello and Mitel have caused duly authorized representatives of their respective companies to execute this Agreement to be effective on the Effective Date set forth below.

<b>MARTELLO TECHNOLOGIES CORPORATION</b>		<b>MITEL NETWORKS CORPORATION</b>
390 March Road Ottawa, ON K2K 0G7 CANADA		350 Legget Drive Ottawa, Ontario, K2K 2W7 CANADA
Dated  (the "Effective Date")		
By:  Name  Title:		By:  Name  Title:

[Redacted]

Redacted - information regarding pricing, products and services.

IN WITNESS WHEREOF, Martello and Mitel have caused duly authorized representatives of their respective companies to execute this Agreement to be effective on the Effective Date set forth below.

<b>MARTELLO TECHNOLOGIES CORPORATION</b>	<b>MITEL NETWORKS CORPORATION</b>
390 March Road Ottawa, ON K2K 0G7 CANADA	350 Legget Drive Ottawa, Ontario, K2K 2W7 CANADA
Dated <i>April 21/2016</i> (the "Effective Date")	
By: [Redacted] Name <i>BRUCE LINTON</i> Title: <i>CEO.</i>	By: [Redacted] Name <i>ROBERT AGNES</i> Title: <i>EVP</i>

Redacted - personal information.

**Exhibit B: Support and Maintenance**

Support and Maintenance (S&M) Services are either included with the purchase of Products or subject to charges and fees to be agreed between Mitel and Martello and as provided for in the applicable order. This Exhibit sets out current support and maintenance to be provided by Martello, subject to variation on written agreement with Mitel from time to time.

**A. Problem Prioritization**

Incoming support emails and calls will be prioritized according to the following guidelines:

- [Redacted]

Redacted - information regarding pricing, products and services.

**B. Response and Resolution Times**

Martello standard response and resolution times are:

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Redacted - information regarding pricing, products and services.

**(a) Business Day**

Martello support is available during standard business hours. Martello business hours are: 9:00am to 5:00pm, Monday through Friday, excluding Ontario and Canada public holidays.

**(b) Technical Support**

- i. [Redacted]
- ii. [Redacted]
- iii. [Redacted]

Redacted - information regarding pricing, products and services.

**(c) Resolution of Problem**

- [Redacted]

Redacted - information regarding pricing, products and services.

[Redacted]

Redacted - information regarding pricing, products and services.

**(d) Hardware Replacement**

[Redacted]

**(e) Software Replacement**

[Redacted]

Redacted - information regarding pricing, products and services.

**(f) Software Support Period**

[Redacted]

**(g) Support Request Identification**

Martello shall acknowledge reception of Support Requests by email and shall provide to Customer a unique reference code for the Support Request, which is used for further reference during processing or escalation.

The Support Request code provided by Martello to Customer shall always be used for further communications in order to facilitate tracking.

**(h) Software Maintenance**

[Redacted]

Redacted - information regarding pricing, products and services.

**(i) Service Provider Responsibility**

[Redacted]

**(j) Delays**

Martello shall not be responsible for delays in service when caused by the inability to reach the Customer, or failure of Customer to respond in a timely manner to reasonable requests.

**(k) Exclusion of Network Access Faults**

Martello shall not be responsible for issues caused by network connectivity.

**(l) Limitations**

[Redacted]

Redacted - information regarding pricing, products and services.

**C. Problem Reporting and Change Notification**

[Redacted text block]

Redacted - information regarding pricing, products and services.

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Redacted - information regarding pricing, products and services.

**D. Service Level Agreement**

[Redacted text block]

Redacted - information regarding pricing, products and services.

**E. Definitions**

"Downtime" means that the Service is unavailable for all users of such Service.

"Downtime Period" means, for a System, a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.

"System" means the Martello provided and operated servers providing Services.

"Services" means the Martello services, including any Updates, Releases and Customizations of such services, that are described in Exhibit A or any revision thereto including, without limitation, Martello network monitoring and remote services.

**"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

**"Scheduled Downtime"** [Redacted]

**"Service"** means the service provided by Martello to Customer under the applicable Service term.

**"Service Credit"** means the following:

[Redacted]	[Redacted]

Redacted - information regarding pricing, products and services.

**F. Customer Must Request Service Credit.**

[Redacted]

**G. Maximum Service Credit**

[Redacted]

**H. Service SLA Exclusions**

[Redacted]

Redacted - information regarding pricing, products and services.