

This Mira Service Level Agreement (this “SLA”) is entered into as of the Effective Date by and between Mira Labs, Inc. (“MIRA”), and the Customer, and is governed by that certain Mira Master Enterprise Software Agreement dated _____ by and between Mira and Customer (“Agreement”). Any capitalized term used in this SLA and not otherwise defined shall have the meaning ascribed in the Agreement. In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of the Agreement will govern.

This Agreement shall automatically expire on October 7, 2022, without further notice.

This Agreement is effective as of September 27, 2022. By using any MIRA product, you agree to this Agreement, and this Agreement supersedes and replaces any prior agreement related to service level commitments between the parties.

Service Level Commitment

- MIRA will maintain at least 99% uptime availability of the Services (the “**Service Level Commitment**”) during each contract month. Service Level Commitment shall exclude planned service outages or planned maintenance, interruptions due to any form of distributed denial of service (DDOS) attack leveled against the Service and interruptions due to any Force Majeure Event (as defined below). For the purposes of this SLA, “**Force Majeure Event**” means an event in which a party’s business is interrupted due to fire, flood, weather, act of God, governmental action, substantial transportation delays, MIRA or carrier problems (i.e., more than thirty (30) business days), airport or port closures, labor disturbances, riots, terrorism, sabotage, or any other case beyond such party’s reasonable control, the result of which is such party’s inability to fulfill its obligations under this SLA. For every 0.1% drop of actual availability below the Service Level Commitment during a given contract month during the Term of the Agreement, Customer will be entitled to a service level credit in the amount of 1.5% of the fees that MIRA would otherwise be entitled to in the subsequent contract month.
- There will be a regularly scheduled maintenance window from 5pm to 9pm PT on Wednesdays, which may be used without notice. At any point during this window, some or all MIRA services may be unavailable.
- MIRA may perform unplanned or emergency maintenance as necessary to maintain the Service. MIRA shall use reasonable efforts to notify users through MIRA’s platform and/or email Customer’s designated technical contact advising that person of the unplanned maintenance event with at least 30 minutes of advanced notice.
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Expiration

At expiration of this Agreement MIRA will not be providing any support services, nor any Service Level Commitment. Further, MIRA may not be able to respond to inquiries submitted prior to expiration of this Agreement, if such inquiries are not responded to on or before the effective date of termination of this Agreement.

Any use of any MIRA product after expiration of this Agreement is without any service level commitment from MIRA.