

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.

Service Level Commitment

- MIRA will maintain 99.8% 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.
- MIRA’s maintenance shall be performed with notice that is reasonable under the circumstances to Customer, via email to Customer’s designated technical contact. Further, there will be a regularly scheduled maintenance window from 1pm to 5pm PT on Wednesdays, which may be used without notice for maintenance which is expected to incur no downtime, or which is expected to incur downtime of less than 60 seconds.
- Unplanned or emergency maintenance will be performed as necessary to maintain the Service. MIRA will issue an email to Customer’s designated technical contact advising that person of the unplanned maintenance event with at least a 30-minute advanced notification.

Response Times

When Customer reports a new incident to MIRA, MIRA and Customer, using reasonable judgment, shall label it according to one of the following severity levels and such incident shall be processed by MIRA according to its severity level and in the order that the incident was reported. Response times are expected within live support hours or when outside of that

window, at the commencement of the next live support period. The severity list and response time commitments are listed below:

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Severity	Definition	Response	Resolution
(1) Critical	Production down	30 minutes	24 hours
(2) High	Major standard function of Service is not working; workaround available	6 hours	3 business days
(3) Medium	Medium to low impact to Service, non-critical functionality	1 business day	10 business days
(4) Low	Minor, non-functional defects	2 business days	TBD with scheduled release
(5) Enhancements	Changes to system functionality	5 business days	TBD with scheduled release

For releases that require third-party approval, resolution time commitments are to be satisfied as soon as MIRA has submitted a resolution.

Live Support hours: Monday through Friday, 8:00 to 6:00 PM, PST, excluding national holidays

Service Level Measurement

MIRA will implement measurement and monitoring tools to measure its performance with the service levels set forth in this SLA. All remedies under this SLA are cumulative and without limitation of Customer's other rights and remedies.

Technical Support Escalation

If the above response or resolution times are not met by MIRA, Customer may escalate the incident using the following escalation procedures and contacts:

Sr. Director of Customer Success: paul.sells@miralabs.io

Customer Success Manager: greg.linton@miralabs.io

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