

Miro Service Level Agreement

This RealtimeBoard, Inc. dba Miro (“Miro”) Service Level Agreement (“SLA”) is issued under and forms part of the Master Cloud Agreement or other Miro agreement which references this policy and any capitalized terms not defined herein shall have the meanings ascribed to them in such Miro agreement. With notice to Customer, Miro may modify this SLA to reflect new features or changing practices, but the modifications will not materially decrease Miro’s overall obligations during a Subscription Term.

1. Service Availability. Miro will use commercially reasonable efforts to provide the Service to Customer at the Availability Standard set forth below:

a. “Availability Standard” means uptime availability of the Service at a level of at least 99.5% availability measured on a monthly basis, excluding scheduled maintenance time. The Service will be deemed unavailable if Customer is unable to access the Service (“Disruption”). Notwithstanding the foregoing, it will not be a Disruption if the Service is not available because of (i) general internet problems or outages caused by power supply carriers; (ii) malfunction of equipment, systems software, network connections or other infrastructure not owned or operated by Miro; (iii) force majeure events or other factors outside the reasonable control of Miro or (iv) scheduled service or maintenance or reasonable emergency maintenance.

b. Miro will provide updates and information about availability and outages through in-app notifications and/or at <https://status.miro.com>.

2. Service Credits.

a. If Miro fails to meet the Availability Standard in a particular month and Customer makes a request for service credits within 30 days after the end of such month, Customer will be entitled to a credit based on the monthly portion of the annual fees due for the affected Service in such month (“Service Credit”). The Service Credit is calculated as follows:

Service Availability Percentage	Service Credit (% of monthly fees)
99.5% or greater	No Credit
99.00% to 99.5%	5%
98.5% to 99.00%	10%
98.00% to 98.5%	15%
97.5% to 98.00%	20%
Less than 97.5%	30%

b. Miro will apply each Service Credit to Customer’s next invoice, provided that Customer’s account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

3. Exclusive Remedy. Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer’s sole and exclusive remedy, and Miro’s sole and exclusive liability, for Miro’s failure to meet the Availability Standard.