

# **SERVICE LEVEL AGREEMENT (“SLA”)**

**Effective Date:** 2020-06-15

## **1. Introduction**

This Microshare Service Level Agreement (this “SLA”) describes our service commitments pertaining to our products and services as may be licensed to you or the entity you represent (“you”) (the “Licensed Products and Services”) under the End User License Agreement (“EULA”) and/or Terms of Use between Microshare, Inc. and its affiliates (“Microshare,” “us,” “our,” or “we”) and you. This SLA applies separately to each user account under the Terms of Use from which you may use the Licensed Products and Services. This SLA is subject to the EULA, and capitalized terms not defined herein will have the meanings specified in the EULA. We reserve the right to change the terms of this SLA in accordance with the EULA.

## **2. Definitions**

(a) “Uptime” is calculated by determining the percentage of time during a given month in which any of the Licensed Products and Services, as applicable, was Unavailable, and subtracting that time percentage from 100%. Uptime measurements exclude downtime resulting directly or indirectly from any of the SLA Exclusions (as defined and specified below).

(b) “Unavailable” and “Unavailability” means that you are unable to access and/or use the Licensed Products and Services for any reason other than those reasons specified by the SLA Exclusions, below.

## **3. Service Commitment**

Microshare will use commercially reasonable efforts to make each of the Licensed Products and Services available for your use with an Uptime of at least 99.0%, in each case during any monthly billing cycle (the “Service Commitment”).

## **4. Microshare SLA Exclusions**

The Service Commitment does not apply to any unavailability, suspension, termination or performance issues relating to the Licensed Products and Services: (i) caused by factors outside of our reasonable control, including any force majeure, Internet access or related event beyond the demarcation point of Microshare; (ii) that result from any negligent or intentional actions or inactions by you or any third party; (iii) that result from any failure, misconfiguration, or incompatibility of equipment, software or other technology under your reasonable control; (iv) that result from any failure, misconfiguration, or incompatibility of third party equipment, software, hosting services or other technology (other than third party equipment within our direct control); (v) that result from any Microshare scheduled maintenance or downtime; or (vi) arising from our suspension and termination of your right to use the Licensed Products and Services pursuant to the EULA or Terms of Use (collectively, the “SLA Exclusions”).