

Service Level Agreement

Last Updated: September 12, 2026

This Service Level Agreement ("SLA") is incorporated into and supplements the Cloud Services Agreement ("Agreement") between you ("Customer") and Schematic Inc. ("Provider") governing Customers' purchase and use of Provider's services.

1. Uptime

1.1 Target Uptime.

Provider will use commercially reasonable efforts to make the Cloud Service available for at least the **Target Uptime** as calculated each calendar month.

1.2 Uptime Calculation.

Provider and **Customer** agree to calculate availability of the Cloud Service as the total number of Available Minutes minus the number of Downtime Minutes, divided by the total number of Available Minutes, measured in a calendar month. If the **Subscription Period** includes a partial month, the numerator and denominator will only include the days that are part of the **Subscription Period** for that month.

1.3 Scheduling Downtime.

If **Provider** does not notify **Customer** about Scheduled Downtime before the **Maintenance Notification Time**, that period of unavailability will not qualify as Scheduled Downtime and will count as Downtime Minutes. **Provider** may notify **Customer** about Scheduled Downtime by electronic means, including by email, on the Cloud Service, or on **Provider's** website.

2. Remedies

2.1 Service Credit.

If Cloud Service availability falls below the Target Uptime, Customer is eligible to receive a Service Credit, if any. Service Credits only apply towards future Cloud Service fees owed by Customer to Provider. If you are entitled to a Service Credit three months out of any 12-month period, or the Cloud Service is availability is less than 90% in any month, then Customer may terminate the Agreement and receive a refund of the unused portion of any subscription fees.

Monthly Availability	Service Credit
Equal to or greater than 99.0 but less than 99.99	5%
Equal to or greater than 95.0 but less than 99.0	10%
Less than 95.0	25%

2.2 Requesting A Service Credit.

To receive a **Service Credit**, **Customer** must notify **Provider** within 7 days of the end of the month where **Customer** experienced Cloud Service unavailability, otherwise **Service Credit** eligibility will expire for that month. **Customer** must include information about when it was unable to access the Cloud Service and may be required to provide additional details about its attempts to access the Cloud Service. If **Provider** can verify Cloud Service unavailability in its internal monitoring systems and the disruption does not qualify as Excluded Minutes or Scheduled Downtime, **Provider** will calculate and issue the applicable **Service Credit** on **Customer's** account to apply towards a future invoice.

2.3 Service Credit Limitations.

Service Credits may not be exchanged for, or converted to, monetary amounts. **Service Credits** do not earn interest. **Service Credits** will not accumulate within a single **Subscription Period** in an amount more than 1 months' worth of Cloud Service fees. However, for **Invoice Periods** shorter than one year, **Service Credits** will not accumulate within an **Invoice Period** in an amount more than 5% of the Cloud Service fees in that **Invoice Period**.

2.4 Exclusive Remedy.

This SLA describes **Customer's** exclusive remedy and **Provider's** entire liability for any failure of the Cloud Service to meet the **Target Uptime**.

3. Definitions

3.1 "**Available Minutes**" means the total number of minutes in a calendar month, minus Excluded Minutes and Scheduled Downtime.

3.2 "**Downtime Minutes**" means the total number of minutes in a calendar month when the Cloud Service is not available to **Customer**, as confirmed by **Provider's** internal monitoring systems, minus Excluded Minutes and Scheduled Downtime.

3.3 "**Excluded Minutes**" means when the Cloud Service is not available because of (a) a Force Majeure Event; (b) general Internet connectivity issues; (c) equipment or software made available by anyone other than **Provider** and that is not within **Provider's** reasonable control; or (d) **Customer's** use of the Cloud Service in a manner not authorized by the Agreement.

3.4 "**Scheduled Downtime**" means time periods that occur during the **Maintenance Window** where the Cloud Service is not available to **Customer**.