Service Level Agreement

Last Updated: October 21, 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 at least 24 hours before the **Maintenance Window** (or, if longer, the **Maintenance Window Notification**), 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. Definitions

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

2.2 “**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.

2.3 “**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.

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