

Schedule 2 - Uptime Commitment

1. Uptime Target

- 1.1 The Provider targets 99.9% monthly uptime for the Hosted Services.
- 1.2 "Uptime" excludes scheduled maintenance (Clause 8.1-8.2), emergency maintenance (Clause 8.3), and the exceptions in Section 2.
- 1.3 Availability Measurement
 - (a) "Uptime" means the Hosted Services are accessible and responding to properly formatted requests
 - (b) "Downtime" means the Hosted Services returning error responses (HTTP 5xx) or timing out (no response within 30 seconds) for more than 5 consecutive minutes
 - (c) Availability is measured from the Provider's monitoring systems using automated checks

2. Exceptions

Downtime caused by Force Majeure Events, Customer Systems issues, Customer breaches, DDoS attacks of exceptional scale that overwhelm industry-standard mitigation measures, Third Party Service failures beyond the Provider's reasonable control and not attributable to the Provider's architecture or configuration, or suspension for non-payment shall not count toward availability calculations.

3. Monitoring and Reporting

- 3.1 The Provider monitors availability using automated tools.
- 3.2 Upon request, the Provider shall provide monthly uptime reports within 5 Business Days.
- 3.3 The Provider maintains a public status page at <https://tools.wecouldeven.com/status> showing current service status and historical uptime data
- 3.4 The Provider shall notify the Customer by email of any unplanned outage expected to exceed 30 minutes, where reasonably practicable.

4. Remedies

4.1 Service Credits

If monthly uptime falls below 99.0%, the Customer shall receive a service credit of 10% of that month's subscription fee.

4.2 Claiming Credits

- (a) Customer must claim within 30 days
- (b) Credits applied to next invoice
- (c) Maximum 10% credit per month

4.3 Termination Right

If monthly uptime falls below 99.0% for three consecutive months, the Customer may terminate without penalty under Clause 25.6.

4.4 Sole Remedy

Service credits and termination rights are the Customer's sole contractual remedies for availability issues, subject to Clause 23.1 and statutory rights.