Trackmedium Products Availability Commitment

This Trackmedium Products Availability Commitment (the "**Commitment**") is a policy governing Subscriber's use of the Products under the Trackmedium Master Subscription Agreement (the "**MSA**"). This Commitment is incorporated into the Agreement (as defined in the MSA) between Trackmedium, LLC ("**Trackmedium**") and Subscriber. These terms apply separately to each Subscriber account using the Products. Capitalized terms used but not defined in this Commitment have the meanings set forth in the Agreement.

Effective Date of this version: February 25, 2026.

Trackmedium may modify this Commitment at any time by posting a revised version at https://www.trackmedium.com/legal. Unless Trackmedium states otherwise in the revised version, changes become effective 30 days after the revised version is posted. Subscriber is responsible for reviewing the then-current version. Continued use of the Products on or after the effective date of a revised version constitutes acceptance of the revised Commitment. Trackmedium may also provide notice of updates by email or within the Products, but posting at the link above controls for purposes of determining the Effective Date.

Definitions and Measurement

- **Covered Environment:** This Commitment applies only to the production Trackmedium Cloud environment and excludes sandbox, staging, trial, training, and other non-production environments.
- **Availability:** The Products are considered Available when the Subscriber can authenticate and access the production environment and load the primary web application and the core API endpoints required for Standard Workflows.
- **Standard Workflows:** Authentication, navigation, viewing records, and creating or updating records through the primary user interface.
- **Downtime:** A period during which the production environment is not Available due to an issue within Trackmedium's reasonable control, excluding the Exclusions in Section 2. Performance degradation that does not prevent Standard Workflows is not considered Downtime.
- **Eligible Minutes**: The total minutes in the applicable Contract Month during which the Subscriber is entitled to access the production environment under the Agreement.
- **Uptime Percentage:** Calculated for each Contract Month as: (Eligible Minutes minus Downtime Minutes) divided by Eligible Minutes, multiplied by 100.
- **Contract Month:** means a calendar month, measured from 00:00:00 through 23:59:59 in Coordinated Universal Time (UTC), during the Subscription Term.
- **Time Basis:** All time references are measured in minutes and are based on UTC.

This Commitment addresses service Availability only and does not guarantee specific response times or performance levels.

1. Availability Commitment

Trackmedium shall use commercially reasonable efforts to ensure that the Products are available in accordance with the table below on a 24 hours per day, 7 days per week, 365 days per year basis during the Subscription Term, commencing upon notification from Trackmedium that the Products are ready for production use. This Availability Commitment is subject to the exclusions in Section 2, outages and service interruptions requested by the Subscriber, the exclusions specified in this Commitment, and other applicable provisions. The Trackmedium Technical Support team will address issues with respect to any failure to meet the Availability Commitment in accordance with the Trackmedium Subscription Support Policy, upon being informed of such incidents.

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Product	Availability Commitment
Trackmedium Cloud (Production)	99.5%

2. Exclusions

Trackmedium shall not be held responsible for any failure to meet the Availability Commitment and such failure shall not entitle the Subscriber to receive a Fee Credit (as defined below), if the failure is due to any of the following exclusions:

- Scheduled maintenance or outages for which Trackmedium gives at least forty-eight (48) hours notice in accordance with the Agreement or via email. Trackmedium will use commercially reasonable efforts to schedule planned Downtime during hours when such Downtime will be least disruptive to the Subscriber and to minimize the duration and frequency of planned maintenance.
- Unscheduled emergency maintenance required to address security vulnerabilities, stability issues, or material operational risk. Trackmedium will provide notice as soon as reasonably practicable.
- Any event outside of Trackmedium's reasonable control, which may include but is not limited to:
    - Problems that arise from Subscriber Data, such as data corruption or errors made by the Subscriber, including but not limited to system administration activities, such as executing commands and file transfers performed by Subscriber representatives; work performed at Subscriber's request that may require the Products to be unavailable for such time as is necessary to perform such work, subject to prior arrangement with Subscriber; and any other activities directed by the Subscriber.
    - Denial of service attacks, natural disasters, other force majeure events; interruptions, delays, or failures in internet or telecommunications network connectivity, equipment, infrastructure, or otherwise; failure of non-Trackmedium managed Subscriber hardware or software.
    - Failures or unavailability of third-party services not controlled by Trackmedium (including identity providers, email delivery providers, and Subscriber-specific integrations), except to the extent Trackmedium's systems are the root cause.
    - Lack of timely cooperation by Subscriber with respect to incidents that require its participation for reporting, source identification, troubleshooting, access, approvals, or problem resolution, including Subscriber's failure to promptly report an issue upon discovery or to assist Trackmedium as reasonably requested.
    - Subscriber's breach of the Agreement.
    - Any delay or deferral of scheduled maintenance caused by Subscriber's request or failure to provide required access or approvals.
    - Subscriber's decision not to increase capacity despite advice from Trackmedium (including, but not limited to, Subscriber's refusal to increase capacity where Subscriber has exceeded any stated pricing assumptions or allocations).

3. Exclusive Remedy

If Trackmedium does not fulfill the Availability Commitment for any Contract Month, Subscriber's exclusive remedy and Trackmedium's sole liability for such failure shall be a credit against Subscriber's prorated Subscription Fees for the Contract Month in which the failure occurred, proportionate to the shortfall between the Uptime Percentage achieved for the Contract Month and the Availability Commitment ("Fee Credit"), subject to a maximum Fee Credit of ten percent (10%) of the prorated monthly Subscription Fee for the applicable Contract Month.

Measurement of whether Trackmedium has met the Availability Commitment shall begin anew at the beginning of each Contract Month, such that a failure to meet the Availability Commitment in one Contract Month does not carry over to any other Contract Month for purposes of calculating any Fee Credit.

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Notwithstanding the foregoing, the total Fee Credit available to Subscriber shall not exceed ten percent (10%) of the Subscriber's applicable annual Subscription Fees.
If Trackmedium fails to meet the Availability Commitment in two of four consecutive Contract Months, Subscriber may terminate the Agreement by providing written notice of termination in accordance with the Notices provision of the Agreement, in addition to receiving a Fee Credit for the Contract Month during which Subscriber terminates. If Subscriber terminates under this paragraph, and there is no following annual Subscription Term to which the Fee Credit can be applied, Trackmedium will issue the approved Fee Credit amount as a refund or apply it against any unpaid, undisputed Subscription Fees, at Trackmedium's option. The remedies described in this section are the sole remedies available to Subscriber for breach of this Commitment.

4. Fee Credit

4.1 Fee Credit Requests

To qualify for a Fee Credit, the Subscriber must email support@trackmedium.com within fifteen (15) business days after the end of the applicable Contract Month and include all of the following:

- Subscriber's account name and environment URL in the subject line.
- A support ticket number associated with the incident(s).
- The dates and times of each incident of Downtime claimed. All times must be provided in UTC.
- The affected production environment URL.

Trackmedium may request additional information to verify the claim.

4.2 Fee Credit Conditions

Trackmedium will verify all claims using Trackmedium's monitoring, logs, and internal incident records. Approved Fee Credits will be applied to the following annual Subscription Term. If Subscriber terminates the Agreement under Section 3 (Exclusive Remedy) of this Commitment, Trackmedium will issue the approved Fee Credit amount for the Contract Month of termination as a refund or apply it against any unpaid, undisputed Subscription Fees, at Trackmedium's option. Except as stated in the preceding sentence, Fee Credits are not refunds and do not entitle Subscriber to any other payment from Trackmedium. Fee Credits may not be transferred or applied to any other account or environment. Subscriber's failure to submit a complete request within the required timeframe will disqualify the Subscriber from receiving the Fee Credit.

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