

Hubswire — Service Level Agreement

Effective Date: 2026-05-23 **Version:** 1.2 **Last Updated:** 2026-09-30

This Service Level Agreement (“**SLA**”) sets out the service-availability commitment and support response targets for the Hubswire email management and collaboration platform (the “**Service**”). This SLA is incorporated by reference into, and forms part of, the **Hubswire Terms of Service** (the “**Agreement**”) between **Hubswire LLC** (“**Hubswire**”) and the customer identified in the Order Form (“**Customer**”). Capitalized terms not defined here have the meanings given in the Agreement.

In the event of a conflict, the order of precedence is: (1) the Order Form (only with respect to terms expressly negotiated and signed by both parties); (2) the Data Processing Agreement, with respect to data protection matters; (3) the Service Level Agreement, with respect to service levels and Service Credits; (4) the Terms of Service; (5) the Acceptable Use Policy; and (6) the Privacy Policy. See Section 11.

1. Definitions

- “**Monthly Uptime Percentage**” means the percentage of total minutes in a calendar month during which the Service was Available, calculated as:

$$((\text{Total Minutes in Month} - \text{Unavailable Minutes}) / \text{Total Minutes in Month}) \times 100$$

- “**Available**” / “**Availability**” means the Service is reachable over the public internet at app.hubswire.com and api.hubswire.com, the authentication endpoint returns a valid response to a properly formed request, and the conversation list and reading panel render for an authenticated test user within 30 seconds of page load.
- “**Unavailable**” / “**Unavailability**” means a period of one minute or more during which the Service is not Available, as measured by Hubswire’s internal synthetic monitoring (see §3).
- “**Service Credit**” means a credit, calculated per \$4, applied against Customer’s next invoice.
- “**Monthly Service Fee**” means the recurring subscription fee invoiced to Customer for the calendar month in which the Unavailability occurred (excluding one-time fees, overage fees, professional services fees, taxes, and pass-through charges).
- “**Excluded Event**” has the meaning given in §6.

2. Uptime Commitment

Hubswire will use commercially reasonable efforts to ensure that the Monthly Uptime Percentage is at least **99.5%** in each calendar month of the Subscription Term (the “**Service Commitment**”).

A 99.5% Monthly Uptime Percentage permits up to approximately: - 3 hours 36 minutes of Unavailability in a 30-day month; - 3 hours 43 minutes in a 31-day month.

3. Measurement Methodology

3.1 Measurement Source

Availability is measured by Hubswire’s internal synthetic monitoring, which probes api.hubswire.com/health and app.hubswire.com from at least two geographically separated locations at intervals of no greater than 60 seconds.

3.2 Unavailability Counting

A probe is recorded as Unavailable only when at least **two consecutive probes from at least one location** return a failure (HTTP 5xx, connection timeout exceeding 30 seconds, or DNS resolution failure). Unavailability is counted in whole minutes, rounded up to the nearest minute.

3.3 Verification

On Customer’s written request (to support@hubswire.com) following a claimed Unavailability event, Hubswire will provide: - Probe logs covering the relevant window; - A summary of the root cause once available; - A correlation against any third-party status page (e.g., Microsoft Azure) where relevant.

Customer may, at its own expense, operate independent monitoring. Where Customer’s independent monitoring differs materially from Hubswire’s, the parties will discuss in good faith to reconcile the records, with Hubswire’s internal monitoring controlling absent demonstrated material error.

3.4 Public Status Page

Hubswire intends to publish a public status page. Until a status page is live, current operational status is communicated by email to the Customer’s designated technical contact.

4. Service Credits

4.1 Credit Schedule

If the Monthly Uptime Percentage falls below the Service Commitment in any calendar month, Customer is entitled to a Service Credit calculated as a percentage of that month's Monthly Service Fee:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
Less than 99.5% but $\geq$ 99.0%	10% of the Monthly Service Fee
Less than 99.0% but $\geq$ 95.0%	25% of the Monthly Service Fee
Less than 95.0%	50% of the Monthly Service Fee

4.2 Maximum Aggregate Credit

The maximum aggregate Service Credit issuable for any single calendar month is **50% of the Monthly Service Fee** for that month, regardless of the cause or number of Unavailability events.

4.3 Form of Credit

Service Credits are applied as a credit against Customer's next monthly invoice. Service Credits are not refundable in cash, are not transferable, and expire upon termination of the Agreement. If a Service Credit cannot be fully applied before termination (e.g., the credit exceeds the final invoice), the unapplied portion is forfeited, except where termination is due to Hubswire's uncured material breach, in which case any unapplied Service Credits will be refunded.

4.4 Sole and Exclusive Remedy

Service Credits are Customer's **sole and exclusive remedy**, and Hubswire's sole liability, for any failure to meet the Service Commitment, except for Customer's termination right under §7.

5. Claim Procedure

To receive a Service Credit, Customer must submit a written claim to support@hubswire.com within **30 days** after the end of the calendar month in which the Unavailability occurred. The claim must include:

(a) the name of the Customer entity and the affected Order Form; (b) the dates and approximate times (UTC) of the claimed Unavailability; (c) a description of the user impact observed; (d) any logs, screenshots, or third-party monitoring evidence available; (e) the Service Credit Customer believes is due.

Hubswire will respond within **15 business days** with its determination. If Hubswire agrees that a Service Credit is due, it will be applied to the next monthly invoice. If Hubswire disputes the claim, it will provide its monitoring data and rationale; the parties will discuss in good faith to resolve the dispute.

Failure to submit a claim within 30 days waives Customer's right to a Service Credit for that month's Unavailability.

6. Excluded Events

The Service Commitment does **not** apply, and no Service Credit is due, for Unavailability arising from:

- (a) **Scheduled maintenance** announced to the Customer's designated technical contact at least **7 days in advance** by email (or, at Hubswire's option, by in-app notification or a post on the public status page once available). Scheduled maintenance windows will, where practicable, occur outside U.S. business hours (i.e., between 23:00 and 06:00 U.S. Eastern Time on weekends);
- (b) **Emergency maintenance** required to address a critical security vulnerability or imminent service-threatening issue, where Hubswire provides as much advance notice as is reasonably practicable under the circumstances;
- (c) **Force majeure events** (acts of God, war, terrorism, riots, embargoes, government actions, pandemics, internet-wide outages, natural disasters);
- (d) **Failures of third-party services** outside Hubswire's reasonable control, including but not limited to: - Microsoft Azure platform outages (App Service, PostgreSQL, Redis, Blob Storage, Azure AD); - Microsoft Graph / Microsoft 365 service outages affecting Customer's tenant; - Internet service provider failures or BGP routing issues; - DNS provider outages affecting hubswire.com resolution; - Customer's own internet connectivity, VPN, firewall, or proxy infrastructure; - AI inference provider outages (Google Gemini, OpenAI) affecting only AI-powered features (the core email Service remains Available); - Outbound transactional email provider outages affecting only outbound notifications;
- (e) **Customer's actions or inactions**, including misconfiguration, exceeding documented usage limits, modifications to Customer-side firewall or network policies, failure to install agent updates, suspension of OAuth grants, or expiry of Customer-managed credentials;
- (f) **Customer's connected on-premises systems**, including the ERP gateway agent, customer's Pervasive / Actian Zen database, or any on-premises network the Service depends on for the Customer-side data path;
- (g) **Beta, preview, or experimental features** explicitly designated as such in the documentation or release notes;
- (h) **Account suspension** for non-payment, breach of the Acceptable Use Policy, or other rights of suspension under the Agreement;
- (i) **Code-execution context outside Hubswire's control**, including Customer's desktop OS, browser, or Electron host configuration issues.

Any of the foregoing is an **“Excluded Event”** and the corresponding time is excluded from the Unavailability calculation.

7. Chronic Unavailability — Termination Right

If, in three (3) or more calendar months in any consecutive twelve (12) month period, the Monthly Uptime Percentage falls below **95.0%**, Customer may terminate the affected Subscription for cause by written notice to legal@hubswire.com delivered within 30 days following the end of the third such month. In such case, Hubswire will refund any pre-paid, unused fees attributable to the unexpired portion of the Subscription Term. This termination right is in addition to any Service Credits earned and is Customer’s sole termination remedy for chronic Service unavailability.

8. Support

8.1 Pilot Support Tier

During the pilot phase (defined as the initial 90 days of the Subscription Term, or as otherwise specified on the Order Form), Hubswire provides the **Pilot Support Tier**:

SEVERITY	DESCRIPTION	INITIAL RESPONSE TARGET	CHANNEL
S1 — Critical	Service is wholly unavailable to all Authorized Users; OR a security incident is in progress with confirmed Customer impact.	4 hours (24/7)	support@hubswire.com with “S1” in the subject
S2 — High	A major feature is unavailable or severely degraded for multiple users; no reasonable workaround exists.	8 business hours (Mon–Fri 09:00–18:00 U.S. Eastern Time, excluding U.S. federal holidays)	support@hubswire.com with “S2” in the subject
S3 — Standard	Functionality is impaired for a single user, or a reasonable workaround exists; general questions; configuration assistance.	12 business hours	support@hubswire.com
S4 — Informational	Feature requests, documentation questions, non-urgent enhancements.	3 business days	support@hubswire.com

“Initial Response” means a substantive acknowledgment from a Hubswire engineer or support specialist, including (where applicable) an assessment of severity, a request for additional information, or an interim workaround. Initial Response is not a commitment to resolve the issue within the same window; resolution times depend on the nature and complexity of the issue.

8.2 Business Hours

Hubswire’s business hours for support response purposes are **Monday through Friday, 09:00 to 18:00 U.S. Eastern Time**, excluding U.S. federal holidays. S1 issues are addressed on a 24/7 basis; all other severities are addressed during business hours unless a higher tier is contractually agreed.

8.3 Customer Responsibilities for Support

To enable timely support, Customer will:

- Designate at least one (and no more than three) named technical contacts authorized to open support tickets and receive responses;
- Provide reasonable detail in each support request, including affected user(s), affected workspace/inbox identifiers, time of occurrence, steps to reproduce, and any error messages or screenshots;
- Be reasonably available to provide additional information or perform diagnostic steps during the support engagement;
- Maintain the desktop application at a supported version (within two minor releases of the latest published build).

8.4 Out of Scope

The following are outside the scope of standard support and may be provided as separately-billed professional services:

- Custom development or modifications to the Service;
- Integration with Customer-specific systems beyond documented integrations;
- Training beyond the materials provided in the onboarding documentation;
- Recovery of data the Customer has explicitly deleted (subject to the backup retention windows in our Data Processing Agreement, available on request at privacy@hubswire.com);
- Diagnosis of issues whose root cause is determined to be in Customer’s environment, third-party software, or an Excluded Event.

8.5 Post-Pilot Support Tiers

After the pilot phase, support tier terms may be revised in the Order Form for the renewing Subscription Term. Absent a different tier on the renewing Order Form, the Pilot Support Tier above continues to apply.

9. Customer Cooperation; Reasonable Workarounds

Hubswire’s ability to meet the targets in this SLA depends on Customer’s reasonable cooperation, including timely provision of information, timely application of recommended workarounds, and timely re-authorization of OAuth grants and credentials. Time spent waiting on Customer response or cooperation does not count toward Hubswire’s response targets.

10. Modifications

Hubswire may modify this SLA from time to time. Material reductions to the Service Commitment, the Service Credit schedule, or the initial-response targets will be communicated to the Customer's designated technical contact at least **30 days before** taking effect. Modifications that do not materially reduce the level of service may take effect immediately. The "Effective Date" at the top of this document indicates when the current version became effective.

11. Order of Precedence

In the event of a conflict, the order of precedence is: (1) the Order Form (only with respect to terms expressly negotiated and signed by both parties); (2) the Data Processing Agreement, with respect to data protection matters; (3) the Service Level Agreement, with respect to service levels and Service Credits; (4) the Terms of Service; (5) the Acceptable Use Policy; and (6) the Privacy Policy. The Data Processing Agreement is available on request at privacy@hubswire.com.

12. Contact

For SLA claims, support requests, and SLA-related questions:

- **Support:** support@hubswire.com
 - **Account / Commercial:** legal@hubswire.com
 - **Postal:** Hubswire LLC, Miami, Florida, USA. Postal address available on request at legal@hubswire.com.
 - **Summary page:** <https://hubswire.com/sla/>
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Changelog

VERSION	EFFECTIVE DATE	SUMMARY
1.0	2026-05-23	Initial publication (pilot customer onboarding). 99.5% monthly Service Commitment. Tiered Service Credits 10% / 25% / 50%. Pilot Support Tier with S1 4-hour 24/7 response and S2-S4 business-hour response targets. 50% maximum aggregate monthly credit. 30-day claim window.
1.1	2026-09-30	Generic reference to the transactional email provider; removed the residential postal address; linked the public summary page.

VERSION	EFFECTIVE DATE	SUMMARY
1.2	2026-09-30	Order of precedence aligned with the Terms of Service (intro and §11); Data Processing Agreement available on request (§8.4, §11); postal address available on request (§12); severity labels in subject lines written without brackets (§8.1).