

Hive Service Level Agreement

Commitment to excellence and reliable service delivery

Service Level Agreement

1. Definitions

Force Majeure

means any act, event, or occurrence beyond TBC-ME's reasonable control, including, without limitation:

- Issues arising from bugs or other problems in the software, firmware, or hardware of TBC-ME's suppliers
- Widespread internet outages or issues with upstream providers or network carriers
- Acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, pandemic, quarantine, blockade
- Governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror

Normal Business Hours

9 a.m. to 5 p.m. Gulf Standard Time, Monday through Friday, excluding holidays.

Total Monthly Time (TMT)

The total minutes in the relevant calendar quarter less Scheduled Downtime.

Scheduled Downtime

Unavailability of the Service due to ordinary maintenance communicated to the Customer - at least forty-eight (48) hours prior - to such unavailability.

If such maintenance or unavailability exceeds - two hours in any calendar week - or - six hours in any calendar month -, the excess will be considered Unscheduled Downtime.

Unscheduled Downtime (UDT)

The total amount of time during any calendar quarter (measured in minutes) during which the Customer is not able to access the features and functions of the Service, **excluding** unavailability resulting from:

1. Non-compliance by Customer with any provision of the Terms or this SLA
2. Incompatibility of Customer's equipment or software with the Service
3. Acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone accessing the Service via Customer's passwords or equipment
4. Network unavailability or Customer's bandwidth limitations
5. Unavailability of a software integration due to circumstances beyond TBC-ME's reasonable control
6. Force Majeure
7. Scheduled Downtime

System Availability

With respect to any particular calendar month, System Availability is the ratio obtained by subtracting *Unscheduled Downtime (UDT) from Total Monthly Time (TMT), then dividing by *TMT*.

Formula:

$$\text{System Availability} = (TMT - UDT) / TMT$$

2. System Performance

a. System Availability

TBC-ME will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.5% during each calendar month (the "Service Standard").

b. Access to Support & Response Times

- Customers may report Unscheduled Downtime **24x7x365** via email: support@tbc-me.com
- During **Normal Business Hours**, TBC-ME will make commercially reasonable efforts to respond to reports of Unscheduled Downtime **within 30 minutes** of each report.

3. Customer Requirements

The Customer is responsible for:

- Maintenance and management of its computer networks, servers, and independent software.
- Continuous monitoring of its network and endpoints for malware, viruses, and intrusion.
- Correct configuration of its systems in accordance with TBC-ME's instructions, as required for access to the Service.

4. Response Times

- TBC-ME strives to respond to and resolve issues in accordance with the Priority Levels defined below.
- Classification of problems among Priority Levels shall be determined at TBC-ME's sole discretion.

Priority Levels and Impact

Priority	Description	Example of Impact
1	The Service is down and cannot be accessed.	The user cannot access or use any of its content.
2	The Service is running but substantial errors occur.	The user can read most content but performing a “write” action fails with an error.
3	Errors in the Service affect users’ ability to fully benefit from it.	The user can add conversation points to future 1:1s but cannot access old 1:1s.
4	The Service displays minor errors.	The user notices slowness or minor visual bugs that don’t block tasks.

Response and Resolution Targets

Priority	Initial Response	Fix or Workaround
1	Within 4 hours	Within 12 hours
2	Within 8 hours	Within 2 business days
3	Within 1 business day	Within 3 business days
4	Within 2 business days	Within 5 business days , unless otherwise indicated

Emergency Assistance (Priority 1 Issues)

For Priority Level 1 emergencies:

- Email support@tbc-me.com during business hours.
- If outside business hours, email your **dedicated Customer Success Manager** and indicate you are having a **Priority Level 1 issue**.

Upon receipt of the report:

1. A TBC-ME representative will assess the Priority Level of the issue based on the error description.
2. If categorized as **Priority Level 1**, TBC-ME will provide **regular updates** until the issue is resolved.
3. If reclassified to a lower priority, the Customer will be informed.
4. If resolution cannot be reached within the target timeframe, TBC-ME will send a **new estimated fix time**, particularly when the issue requires further research or escalation.

Initial Response May Include

- Suggested resolution to the problem.
- A request for more detailed information or clarification.
- Notification of the **estimated time** for providing further updates, resolution, or workaround.