

HyperSphere Technologies, Inc.

Support Service Level Agreement

Version 1.0

Effective Date: August 4, 2026
44 Milton Avenue, Alpharetta, GA 30004
support@hyperspheredtech.com |
hyperspheredtech.com/sla

1. Overview

This Support Service Level Agreement (“SLA”) describes the support services provided by HyperSphere Technologies, Inc. (“HyperSphere,” “we,” “us,” or “our”) to customers who have purchased a subscription to HyperSphere DNA through AWS Marketplace or under a direct agreement with HyperSphere.

This SLA governs support response time commitments only. It does not guarantee the availability, uptime, or performance of the HyperSphere DNA product, which is customer-deployed infrastructure operating within the customer's own cloud account.

This SLA is incorporated by reference into the HyperSphere Terms and Conditions (hyperspheredata.com/terms) and is subject to those terms.

2. Scope

This SLA applies to:

- Customers with an active HyperSphere DNA subscription (Developer, Team, Business, Capacity, or Enterprise / Gov tier).
- Support requests submitted through the channels specified in Section 6.
- Issues arising from the HyperSphere DNA software as published and documented.

This SLA does not apply to free trial periods, beta or preview features, third-party software or infrastructure (including cloud provider services), or issues caused by customer-side misconfiguration or unauthorized modification of the appliance.

3. Support Tiers

Support coverage is determined by the customer's subscription tier.

Support Tier	Included with	Channels	Coverage hours
Standard	All active subscriptions	Support portal, email, community forum, documentation	Business hours, Monday – Friday (9am – 5pm Pacific)
Premium	Team, Business, and Capacity tiers	Support portal, email, live chat, phone	24 × 7 for Sev-1 and Sev-2; business hours for Sev-3 and Sev-4
Enterprise	Enterprise / Gov tier and designated accounts	Support portal, email, live chat, phone, named Technical Account Manager	24 × 7 for Sev-1 through Sev-3; business hours for Sev-4

Business hours are Monday through Friday, 9:00am to 5:00pm Pacific Time, excluding US federal public holidays.

Developer tier: Customers on the Developer tier receive Standard support. The Developer tier is intended for evaluation and non-production use only.

4. Severity Definitions

When submitting a support request, customers should select the severity level that best describes the impact of the issue. HyperSphere reserves the right to reclassify severity levels based on the information provided.

Severity	Definition	Examples
Sev-1 — Critical	The appliance is completely unavailable, or all write operations are refused with no available workaround. Production is down.	Node unreachable; all S3 writes failing; license enforcement has rendered the system read-only and the cause cannot be resolved by the customer.
Sev-2 — High	The appliance is degraded — significant functionality is impaired, performance is severely affected, or a workaround exists but is operationally burdensome.	Unseal is failing after a node restart; audit log writes are failing; monitoring dashboards are unavailable; throughput has degraded significantly.
Sev-3 — Medium	A non-critical issue — some functionality is affected but a workaround is available, or the request is a configuration or operational question.	Grafana dashboard not displaying correctly; questions about tier upgrade procedure; assistance with OIDC configuration; non-urgent diagnostic requests.
Sev-4 — Low	A general question, documentation request, or feature inquiry. There is no functionality impact.	Documentation feedback; feature requests; general product questions; billing inquiries.

5. Response Time Commitments

HyperSphere commits to acknowledging support requests within the following timeframes from the time a complete support request is received through a supported channel. Response times represent the time to initial acknowledgment only and do not represent a commitment to resolution within that period.

Support tier	Sev-1	Sev-2	Sev-3	Sev-4
Standard	4 business hours	8 business hours	Next business day	3 business days
Premium	2 hours	4 hours	8 business hours	2 business days
Enterprise	1 hour	2 hours	4 business hours	1 business day

Response times for Sev-1 and Sev-2 on Premium and Enterprise tiers are measured on a calendar-hour basis (24 × 7). Response times for Standard tier and for Sev-3 and Sev-4 on all tiers are measured in business hours.

Clock starts: The response clock begins when HyperSphere receives a complete support request that includes the customer's subscription identifier, a description of the issue, and any relevant diagnostic information. Incomplete submissions may delay the start of the response clock.

6. How to Contact Support

Support requests must be submitted through one of the following channels to qualify for SLA response time commitments:

Channel	Address / URL	Available to
Support portal	support.hyperspheredata.com	All tiers
Email	support@hyperspheredata.com	All tiers
Community forum	AWS re:Post (tag: hyperspheredata)	All tiers
Live chat	Available through the support portal	Premium and Enterprise
Phone	Available through the support portal	Premium and Enterprise
Named TAM	Direct contact details provided at onboarding	Enterprise only
Security issues	security@hyperspheredata.com	All tiers

When submitting a support request, please include: your subscription identifier or AWS Marketplace account ID, the severity level, a description of the issue including any error messages, and a diagnostics bundle where applicable.

7. Customer Responsibilities

To receive support under this SLA, customers are responsible for:

- Maintaining an active HyperSphere DNA subscription through AWS Marketplace.
- Deploying and operating the appliance in accordance with the HyperSphere DNA Deployment Guide (hyperspheredata.com/docs).
- Applying security patches by relaunching nodes from updated machine images within a reasonable period of publication.
- Providing timely, accurate, and complete information when submitting support requests.
- Maintaining appropriate access for HyperSphere support personnel where remote diagnostic access is requested and agreed upon.
- Ensuring that the appliance has outbound network connectivity to the HyperSphere license and telemetry endpoint.

8. Exclusions

The response time commitments in this SLA do not apply to issues arising from or related to:

- Force majeure. Events beyond HyperSphere's reasonable control, including natural disasters, acts of war, pandemics, or widespread internet outages.
- Customer-induced issues. Misconfiguration, unauthorized modification of the appliance, use of the product outside the scope described in the documentation, or failure to apply published security patches.

- Third-party infrastructure. Outages, degradation, or errors attributable to AWS or other cloud provider services, identity providers, or other third-party systems not operated by HyperSphere.
- Beta and preview features. Features, functionality, or integrations that are explicitly designated as beta, preview, roadmap, or otherwise not generally available.
- Expired subscriptions. Support is not available for customers whose subscription has lapsed. Renew your subscription to restore SLA coverage.
- Out-of-scope requests. Requests for custom development, professional services engagements, or consulting work outside the scope of standard support.

9. Limitation of Liability

This SLA does not expand or alter the limitation of liability provisions set out in the HyperSphere Terms and Conditions (hyperspheredtech.com/terms). In no event shall HyperSphere be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to support services or any failure to meet response time commitments.

HyperSphere's sole obligation for any failure to meet the response time commitments in this SLA is to use commercially reasonable efforts to remedy the failure. Failure to meet a response time commitment does not entitle the customer to any refund, credit, or other remedy except as separately agreed in writing.

10. Changes to This Agreement

HyperSphere reserves the right to update or modify this SLA at any time. We will post the updated version at hyperspheredtech.com/sla with a revised effective date. For material changes, we will make reasonable efforts to notify affected customers in advance. Your continued use of the support services following any modification constitutes acceptance of the updated SLA.

11. Governing Law

This SLA is governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of law provisions. Any dispute arising under this SLA shall be subject to the arbitration provisions set out in the HyperSphere Terms and Conditions, including the class action waiver contained therein.

12. Contact

For support requests, visit support.hyperspheredtech.com or email support@hyperspheredtech.com.

For security vulnerability reports, email security@hyperspheredtech.com.

For questions about this SLA or your subscription:

HyperSphere Technologies, Inc.
44 Milton Avenue
Alpharetta, GA 30004

support@hyperspheredtech.com

— *End of Support Service Level Agreement* —