SMACKDAB INC. OFFICIAL POLICY

PRODUCT SPECIFIC TERMS

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SMACKDAB PRODUCT-SPECIFIC TERMS (PST)

Effective Date: October 31, 2025

Last Updated: September 9, 2026

Version:

1.1

Document Location: https://smackdab.ai/legal/product-specific-terms

What this is: These Product-Specific Terms (PST) set product-level commitments, usage parameters, and module-specific rules for Smackdab products and add-ons. They are incorporated into and form part of the Smackdab **Terms of Service (TOS)** and apply to the extent you subscribe to the corresponding product(s) or feature(s). If there is a conflict between this PST and the TOS on a product-specific topic, this PST controls; however, the **Data Processing Addendum (DPA)** controls for

Interpretation note (SLA → PST): Where the TOS or Billing Policies refer to an "SLA," those references are deemed to be to this **PST** and, specifically, to the **Service Availability Commitment** and **Service Credit** schedule in Sections 3–4 below, unless we

1) DEFINITIONS (PST-SPECIFIC)

- **Core Services**: The production Smackdab application (web and mobile), data layer, job/queue processors, and the public API endpoints designated as **GA** (generally available) in the documentation.
- **Add-On Services**: Optional modules or features purchased separately (for example: advanced analytics, additional storage, or premium integrations).
- **Free Services**: Free trials or free tiers as described in the TOS. Free Services are provided "as-is" without warranties or credits. 【TOS §2.6】
- **Beta Services**: Pre-release or evaluation features covered by our Beta/Early Access Terms. Standard service credits and uptime commitments do **not** apply. 【Beta Terms §3.5】
- **Monthly Uptime Percentage (MUP)**: 100% minus the percentage of minutes in a calendar month that the **Core Services** were unavailable for your primary production tenant, measured as in §3.3.
- **Downtime**: Minutes when end-users cannot log in to, or execute read/write API operations against, the Core Services due to Smackdab-side errors.
- **Excluded Downtime**: Minutes excluded from MUP under §3.2 (e.g., scheduled maintenance, force majeure, Customer-caused issues, third-party network failures, Beta/Free Services, Third-Party Applications, and third-party AI provider outages referenced in TOS §8.7(d)).
- **Service Credit**: A percentage credit applied to future subscription fees for the affected Service, as set out in §4.

2) SCOPE AND PRECEDENCE

2.1 Incorporation. This PST is incorporated into the TOS and applies to the products and features you have purchased or enabled. Capitalized terms not defined here use the meanings in the TOS.

2.2 Precedence. If this PST conflicts with the TOS on a product-specific matter, this PST controls. The **DPA** prevails for personal-data processing; the **Security Policy** prevails for technical security descriptions; and the **Order Form** prevails for commercial/packaging terms.

2.3 Plan Eligibility. Uptime commitments and service credits in §§3–4 apply to paid plan(s) that include availability commitments (e.g., Pro/Enterprise) and **do not** apply to Free Services or Beta Services.

3) SERVICE AVAILABILITY COMMITMENT (CORE SERVICES)

3.1 Monthly Uptime Commitment. Smackdab will use commercially reasonable efforts to achieve a **99.9%** Monthly Uptime Percentage for **Core Services** for each calendar month, excluding **Excluded Downtime**. This applies per production tenant/region.

3.2 Excluded Downtime. Exclusions include: (a) scheduled maintenance (with advance notice per §3.4); (b) emergency maintenance to address acute security or stability risks; (c) force majeure and internet/hosting provider faults beyond Smackdab's reasonable control; (d) failures of Customer's or third-party systems, devices, networks, or software (including Third-Party Applications);

(e) Customer misuse, AUP violations, or use contrary to Documentation; (f) **Free Services** and **Beta Services**; and (g) outages or degraded performance of third-party AI service providers used to power AI Features as described in TOS §8.7(d).

3.3 Measurement. Uptime is measured using Smackdab's production logs and monitoring systems for login and API read/write success against GA endpoints. "Unavailable" means a sustained error rate ≥ 5% for five (5) or more consecutive minutes for the relevant tenant/environment, not attributable to Excluded Downtime.

3.4 Scheduled Maintenance. We may schedule maintenance windows (typically ≤ 1 hour per week and ≤ 4 hours per month) with at least 72 hours' notice via the status page or in-app notice. Emergency maintenance may occur without advance notice when required for security or stability.

3.5 Your Sole Remedy. If we fail to meet §3.1 in a month, you may be eligible for Service Credits under §4. Service Credits are your **sole and exclusive** remedy for breach of this availability commitment.

4) SERVICE CREDITS

Credit Schedule (per affected production tenant/month):

Monthly Uptime % (MUP)	Credit (of that month's base subscription fees for the affected Service)
≥ 99.90%	0%
< 99.90% to ≥ 99.50%	10%
< 99.50%	25% (cap)

4.1 Eligibility. Credits apply only to the base subscription Fees (not usage-based fees, taxes, or add-ons) for the impacted Service and only for paid plans that include the availability commitment. Credits **do not** stack across incidents and are capped at **25%** of the monthly base subscription for the affected Service.

4.2 Claim Process. To receive a Credit, you must email **billing@smackdab.ai** within **30 days** after the month in which the shortfall occurred and include: (a) date/time ranges and incident IDs (if available); (b) description of impact; and (c) logs or screenshots supporting unavailability. We will review in good faith using our logs/monitoring as the source of truth.

4.3 Application. Approved Credits are applied to future invoices for the same account and expire after **12 months** if unused. They have **no cash value** and are **not refundable or transferable**.

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5) SUPPORT & RESPONSE TARGETS (NON-CREDIT-BEARING)

5.1 Channels & Hours. Standard support is provided via in-app portal or email during regional business hours. Critical security incidents are handled per the **Security Policy** and **DPA** breach-notification terms.

5.2 Targets (not service credits). Smackdab targets an initial human response within: **P1/Critical** – 30 minutes; **P2/High** – 1 hour; **P3/Normal** – 1 business day; **P4/Low** – 2 business days. Targets are goals only and do not give rise to credits.

5.3 Security Incidents. For confirmed Personal Data incidents:

- **Smackdab's Notification to Customer (Processor Obligation):** Smackdab notifies Customer **without undue delay and within 48 hours** of discovery.
- **Customer's Notification Responsibilities (Controller Obligation):** Customer is responsible for notifying supervisory authorities (within 72 hours per GDPR Article 33) and affected individuals as required by law.
- **Cooperation:** Smackdab will provide reasonable assistance in meeting these notification obligations.

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6) API-SPECIFIC TERMS (SUMMARY; SEE FULL API TERMS OF USE)

6.1 Rate Limits. Use of the API is subject to rate limits described in the API Documentation or Developer dashboard, which Smackdab may modify to preserve service integrity and security.

6.2 Changes & Deprecations. We may update or deprecate API endpoints. For GA endpoints, we will endeavor to provide **advance notice** of breaking changes via the Developer channel and Documentation; Beta endpoints may change without notice.

6.3 Security & Credentials. You must secure API credentials and comply with security requirements. Notify Smackdab promptly of suspected compromise.

6.4 Data Protection Roles. Where Developers access Customer Data via the API, they act as a **subprocessor/service provider** to Smackdab and must meet the privacy/security restrictions in the API Terms.

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7) FREE SERVICES & BETA/EARLY ACCESS

7.1 Free Services. Free Services are provided

“as-is”, without warranties, support, or service credits. Data entered into Free Services is subject to the TOS and DPA retrieval and deletion rules. Routine ongoing-free-tier inactivity is governed by TOS Section 3.4, not by a no-notice deletion rule.

7.2 Beta/Early Access. Beta Services are for evaluation/testing only; do not use with Production Data unless explicitly authorized. Standard service credits and support targets do **not** apply.

7.3 Free-Account Inactivity. TOS Section 3.4 governs two separate clocks: three calendar months of an individual user's inactivity, followed by at least seven days' notice, for connected integrations; six calendar months without activity by any owner or member for account deactivation. Account notices begin at least 30 days before deactivation, followed by daily reminders on days seven through one. Paid accounts are exempt. The applicable notice, rollout, shared-access, and export protections in the TOS control; this summary does not vary them.

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8) SECURITY, RESILIENCY & DATA LIFECYCLE (SUMMARY)

8.1 Security Program. Smackdab implements technical and organizational measures described in the **Security Policy** (encryption in transit/at rest, access controls, incident response, vendor risk management).

8.2 Backups & Deletion Windows. Following termination, including free-account inactivity termination, the Customer has a 30-day Data Retrieval Period. Production deletion occurs within 30 days after that period ends; backup deletion occurs no later than 90 days after production deletion, subject to the overall ceiling and exceptions in TOS Section 9.5(d) and DPA Section 9. This summary does not shorten or modify those controlling timelines.

8.3 Breach Notification. See §5.3 above and the DPA/Privacy Policy for timing and content of notifications.

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9) ACCEPTABLE USE & HIGH-RISK USE

9.1 AUP. Your use of the Services (including API and integrations) remains subject to the **Acceptable Use Policy (AUP)**. Violations may lead to suspension.

9.2 High-Risk Activities. The Services are not designed for use in situations where failure could lead directly to death, personal injury, or severe property or environmental damage. Customer remains responsible for assessing fitness for any regulated or high-risk use.

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10) THIRD-PARTY SERVICES & INTEGRATIONS

10.1 Third-Party Applications. Integrations and third-party services are provided by third parties and governed by their terms. Smackdab is not responsible for third-party availability or changes. Failures of Third-Party Applications and external networks are **Excluded Downtime**.

10.2 AI Service Providers. Some AI Features rely on third-party AI providers. Outages or errors by those providers are **Excluded Downtime**.

10.3 Inactive User Connections. Routine inactivity disconnection of a user-owned integration on a free account follows TOS Section 3.4(b), even if colleagues keep the account active. Disconnection is distinct from account termination and stored-data deletion.

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11) CHANGES TO THIS PST

11.1 Updates. We may update this PST from time to time. **Material adverse** changes to availability commitments or credits will be notified at least **30 days** in advance via email or in-product notice. Continued use after the effective date constitutes acceptance.

11.2 Historic Versions. Prior versions will be archived and available upon request.

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12) CONTACT

- **Service Credit Claims & Billing:** billing@smackdab.ai
- **Security incidents and questions:** security@smackdab.ai; **vulnerability reports:** bounty.smackdab.ai
- **Privacy/Data Protection:** privacy@smackdab.ai

Appendix A — How to Calculate MUP (Informative)

MUP = 100% – (Downtime Minutes ÷ (Total Minutes in Month – Excluded Minutes)) × 100.

“Downtime Minutes” accrue only when error rate ≥ 5% for ≥ 5 consecutive minutes and cease when the rate drops below that threshold.

Appendix B — Claim Checklist

Include with your Credit request:

(i) account/org ID;

(ii) incident timestamps and impact description;

(iii) correlation IDs or API request IDs;

(iv) screenshots or logs; and

(v) confirmation that the incident was not caused by Customer systems or networks.

Change Log

- **v1.0 (Oct 31, 2025):** Initial publication replacing generic SLA references in TOS/Billing with PST availability and credit terms.

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