

Tyk's Global Terms and Conditions

Thank you for choosing Tyk!

These terms and conditions, together with any Global Order Form (collectively, the "Agreement") govern Customer's purchase and use of Tyk's Services. Capitalised terms have the definitions set out below.

You accept this Agreement, on the earlier of (1) clicking a box indicating acceptance, (2) executing a Global Order Form that references these terms and conditions, or (3) using Tyk's Services.

These terms and conditions were last updated in September 2024.

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS:

In these terms and conditions, where the context so admits, the words and expressions within these terms and conditions are defined in the Schedule 2.

1.2 INTERPRETATION:

In these terms and conditions, unless the context otherwise requires:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) clause headings are for convenience only and will not affect the construction of these terms and conditions;
- (c) reference to "**including**" or any similar terms in these terms and conditions will be treated as being by way of example and will not limit the general applicability of any preceding words;
- (d) reference to any legislation will be to that legislation as amended, extended or re-enacted from time to time; and
- (e) words in the singular include the plural and vice versa.

2. PROVISION OF SERVICES

2.1 Tyk will (a) make the Services available to Customer pursuant to this Agreement, (b) provide applicable Tyk standard support for the purchased Services to Customer at no additional charge, and upgraded support if purchased, and (c) provide the Services in accordance with applicable laws (but without regard for Customer's particular use of the Services), subject, in each case, to Customer's and Authorised Users' use of the Services in accordance with this Agreement.

2.2 If Customer registers on Tyk's website for a free trial, Tyk will make the applicable Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the applicable free trial period, or (b) the start date of any purchased Service subscriptions ordered by Customer for such Services, or (c) termination by Tyk in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page from time to time, are incorporated into this Agreement by reference and are legally binding.

- 2.3 Subject to the terms of this Agreement, Tyk may make Free Services available to Customer. Free Services are provided to Customer without charge up to certain stated limits. Usage over these limits will require Customer's purchase of additional services. Customer agrees that Tyk may, in its sole discretion, and without notice or liability, terminate Customer's access to the Free Services or any part thereof.
- 2.4 For all Services, Tyk reserves the right to suspend the Services and/or require Customer to pay Tyk to broaden the scope of the Services in the event of excessive exploitation of the Services by Customer (to be determined by Tyk, acting reasonably).
- 2.5 It is Customer's responsibility to ensure it has equipment of appropriate specification and compatibility with the applicable Services, alongside internet connection, to enable Customer to connect to the Services. Customer acknowledges that it is solely responsible for all charges for internet access (including mobile data usage) charged to it.

3. **UPDATES, AVAILABILITY AND SUPPORT SERVICES**

- 3.1 Customer acknowledges that from time to time Tyk may update the Services, and that such Tyk Updates may result in changes to the:
- (a) appearance of the Services; and/or
 - (b) functionality of the Services (such changes will not be materially detrimental to Customer).
- 3.2 Customer is not permitted to use an alternative company to support and/or maintain the Services.

Cloud Services

- 3.3 In respect of the Cloud Services, Tyk commits to the following Service Availability for each month of the Term of this Agreement:
- (a) as specified in a Global Order Form (for Services acquired via Global Order Form) or as specified on Tyk's website (as applicable to Customer's Services, for Services acquired via Tyk's website); or
 - (b) if not applicable, 99.5%,
in each case, subject to the terms of this Agreement (the "**Service Availability Commitment**").
- 3.4 As Customer's exclusive remedy for a breach of the Service Availability Commitment, Customer will be entitled to a service credit ("**Service Credit**") in the form of a reduction in the amount of Fees due on Customer's next invoice. Service Credits will be calculated according to the following formula: $(A/B)*C$:
- (a) Where A equals the Fees attributable to the month where the Service Availability Commitment commitment was breached;
 - (b) Where B equals the days in the affected month; and
 - (c) Where C equals the number of days when Tyk did not meet the Service Availability Commitment.

- 3.5 To receive a Service Credit, Customer must provide notice to Tyk within 10 days of the end of the month in which the Service Availability Commitment was breached; otherwise, Customer waives the right to receive a Service Credit for the applicable period. Service Credit may only be applied to Customer's balance for future use only. No refunds or cash value will be provided. Service Credits cannot be transferred or applied to any other account.

On-Premises Services

- 3.6 There will be no Service Availability Commitment for On-Premises Services.

Support Services

- 3.7 For all paid Services, Tyk will provide support and troubleshooting services in respect of the Services ("**Support Services**") as outlined in Schedule 1. Where the Support Services are specified as being applicable to "Enhanced" Support Services, "Premier" Support Services or "Signature" Support Services only, Customer will only be entitled to rely on these provisions only if it has purchased the applicable support package for the applicable Term. Tyk will not be under an obligation to provide Support Services for any free Services or during any free trial period.

- 3.8 Unless otherwise expressly specified, time will not be of the essence in respect of any Support Services. In the event that Customer requires additional Support Services after the date that these Terms and Conditions are accepted, it will enter a separate agreement or order form with Tyk (details of which are available on request).

4. SUBSCRIPTION AND SCOPE OF USE

4.1 Cloud Services:

- (a) Subject to Customer's adherence to the terms in this Agreement, Tyk grants Customer a non-transferable, non-exclusive right, without the right to grant sublicenses, to permit Authorised Users to access and use the Cloud Services for the Term in accordance with the terms set out in this Agreement and subject to the limitations specified in a Global Order Form signed by Customer or as provided on Tyk's website, in each case, as applicable and as at the Effective Date.
- (b) Unless otherwise provided in this Agreement, Services are licensed as subscriptions for the Term as stated in the Global Order Form or on Tyk's online purchasing portal, as applicable to Customer's Services. Subscriptions are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Tyk regarding future functionality or features.
- (c) Customer will be responsible for ensuring the security and confidentiality of all log-on identifiers, including usernames and passwords, used to access or use the Services ("ID"). Customer acknowledges and agrees that Customer will be solely responsible for all activities that occur under such ID.
- (d) Customer will be required, within 7 days of the Effective Date, to appoint a Customer contact who will be available to liaise with Tyk, and respond to queries from Tyk in respect of this Agreement ("**System Administrator**"). For the duration of this Agreement, Customer will promptly notify Tyk of any change to the System Administrator (including, without limitation, contact details). In the absence of Customer's appointment of a System Administrator, the default appointment will be the individual who applied for the Services.

4.2 On-Premises Services:

- (a) Customer will download a copy of the Software from Tyk's website or an authorised public depository. For the avoidance of doubt, such download will not permit Customer to unlock the Software.
- (b) In consideration of payment of the Fee, Tyk will provide Customer with a license key ("**License Key**") to unlock the Software for the Term. The License Key will be emailed to the email address provided by Customer on its application to download the Software or as set out on the Global Order Form (as applicable).
- (c) Subject to Customer's adherence to the terms in this Agreement, Tyk grants to Customer a non-transferable, non-exclusive, revocable and limited license for the Term to use the Software only in accordance with the terms of this Agreement and subject to the limitations specified in a Global Order Form signed by Customer or as provided on Tyk's website, in each case, as applicable and as at the Effective Date.
- (d) In relation to scope of use:
 - (i) for the purposes of clause 4.2(c), use of the Software will be restricted to use of the Software in object code form for any purpose of Customer;
 - (ii) without prejudice to clauses 4.3(h) and (i), Customer will be permitted to create Customisations; and
 - (iii) Customer may not use the Software other than as specified in this Agreement without the prior written consent of Tyk, and Customer acknowledges that additional fees may be payable on any change of use approved by Tyk.

4.3 In respect of all Services, Customer will (and will ensure that its Authorised Users will):

- (a) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (b) ensure that the Software or Services are not deployed in excess of agreed usage limits;
- (c) for On-Premises Services, not provide any third party with access to the License Key;
- (d) comply with any applicable terms and conditions, data processing agreement, privacy policy and/or cookies policy that Tyk publishes on its website or otherwise refers to in this Agreement as being applicable, in each case, as updated by Tyk at its discretion from time to time;
- (e) keep a complete and accurate record of its use of the Services, and produce such record to Tyk on request;
- (f) immediately notify Tyk as soon as it becomes aware of any unauthorised use of the Services by any person;
- (g) pay, for broadening the scope of the Services to cover any unauthorised use by a third party, in an amount equal to the fees which Tyk would have levied (in accordance with its normal commercial terms then current) had it authorized any such unauthorised use on the date when such use commenced, together with interest at the rate provided for in clause 5.4, from such date to the date of payment;

- (h) without prejudice to clause 4.2(d)(ii), not to copy, translate, modify, adapt or create derivative works from the Software or Services;
- (i) without prejudice to clause 4.2(d)(ii), not to attempt to discover or gain access to the source code for the Software or Services or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software, including, without limitation, in order to:
 - (i) build a competitive product or service or to assist a third party or affiliate to do the same;
 - (ii) build a product using similar ideas, features, functions or graphics of the Software or Services; or
 - (iii) copy any ideas, features, functions or graphics of the Software or Services;
- (j) not attempt to interfere with the proper working of the Software or Services, and, in particular, not attempt to circumvent security, licence controls or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Services or any associated website, computer system, server, router or any other internet-connected device;
- (k) not introduce any software virus or other malware that may infect or cause damage to the Software or Services;
- (l) not obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, the Software or Services;
- (m) not to resell the Software or Services to third parties or allow or permit a third party to do so;
- (n) not, use or upload personal data on the Services unless it has the data subjects' explicit consent or otherwise such action is permitted by applicable Data Protection Legislation;
- (o) not use the Software or Services:
 - (i) for military purposes;
 - (ii) to upload, store, post, email, transmit or otherwise make available any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory, knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable or prohibited as set out in any acceptable use policy published online, as updated by Tyk from time to time ("**Prohibited Conduct**");
 - (iii) to impersonate any person or entity or otherwise misrepresent Customer's relationship with any person or entity;
 - (iv) to engage in any fraudulent or illegal (or potentially illegal) activity or further any fraudulent or illegal (or potentially illegal) purpose;
 - (v) to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or any foreign government as a foreign terrorist organisation or sanctioned entity;
 - (vi) to "stalk" or otherwise harass another person;
 - (vii) to provide false identity information to gain access to or use the Software and/or Services; and/or
 - (viii) to collect or store personal data about other users in connection with the Prohibited Conduct and activities set out in this clause 4.3(o);

and will not permit any Authorised User or other third party to do any of the foregoing.

4.4 **Over-usage:**

- (a) **Cloud Services** - the Cloud Services are subject to usage limits specified in this Agreement and related documentation. If Customer exceeds its contractual usage limits, Customer will either:
 - (i) where Customer has executed a Global Order Form, execute a further Global Order Form for such additional Services as required to be non-breaching and/or pay such invoices for such excess usage, in each case, immediately on Tyk's request; or
 - (ii) where Customer has purchased Services on Tyk's website, and Customer has exceeded the tier limits for its purchased tier, and Customer has overages turned on, then Customer will pay the overage level that its usage falls into according to the tier's overage levels as set out in Customer's billing page. Overage fees will be charged pro-rata on a monthly basis. It is Customer's obligation to monitor its usage and to ensure it does not exceed the allocated entitlement for its purchased tier. Please note that IF CUSTOMER REACHES ITS TIER LIMIT AND HAS NOT TURNED ON THE OVERAGES FEATURE, CUSTOMER ACCOUNT WILL BE SUSPENDED FROM SENDING ANY MORE TRAFFIC.
- (b) **On-Premises Services** -
 - (i) The On-Premises Services are subject to usage limits specified in this Agreement and related documentation.
 - (ii) If Customer exceeds (or intends to exceed) its contractual usage limit, Customer will immediately notify Tyk

to request an increase to the existing usage limit and pay the incremental Fees applicable to the increased usage limits for i) the period that the usage limits were exceeded (as applicable) and ii) for the remainder of the Term. On payment, the contracted usage limits will be deemed increased to reflect this change. Unless otherwise mutually agreed in writing, the Fees charged to Customer for the additional usage will be based on the then-current pricing charged to Customer.

- (iii) If Tyk knows that Customer's actual usage is above its purchased usage then Tyk may notify Customer to require Customer to increase the existing usage limit and Customer will immediately pay the incremental Fees applicable to the increased usage limits for i) the period that the usage limits were exceeded (as applicable) and ii) for the remainder of the Term. On payment, the contracted usage limits will be deemed increased to reflect this change. Unless otherwise mutually agreed in writing, the Fees charged to Customer for the additional usage will be based on the then-current pricing charged to Customer.
- (iv) Customer will, within 30 days of Tyk's request, provide up to date and accurate usage reports and logs to Tyk for the purposes of enabling Tyk to successfully verify that Customer's usage is in compliance with the terms of this Agreement, provided that Tyk provides reasonable advance notice to Customer of such request (unless the non-compliance is severe enough to reasonably justify not providing reasonable advance notice).

- 4.5 Customer will be responsible for all access to and use of the Services by the Authorised Users. Customer will ensure that all Authorised Users are aware of the terms of this Agreement, including their obligation to comply with any user terms applicable to the Services. Customer will only provide Authorised Users with access to the Services via the access method provided by Tyk and will not provide access to anyone other than Authorised Users.
- 4.6 Customer grants to Tyk and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its software and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorised Users relating to Tyk's or its affiliates' software and services.

5. FEES, INVOICING AND PAYMENT

- 5.1 Customer will pay the Fees for the Services on the following payment terms:
 - (a) if there is a Global Order Form, Fees will be paid within 30 days of invoicing, unless otherwise specified in that Global Order Form; or
 - (b) if there is no Global Order Form, Fees will be paid monthly, in advance.
- 5.2 Except as otherwise specified in this Agreement, (i) Fees are based on the Services purchased and not actual usage and (ii) payment obligations are non-cancelable and Fees paid are non-refundable.
- 5.3 The Fee can be paid via credit or debit card, or via any other method mutually agreed between the parties.
- 5.4 If Customer fails to make any payment due to Tyk under this Agreement by the due date for payment, then, without limiting Tyk's remedies under clause 13, Customer will pay interest on the overdue amount at the rate of 2% of the outstanding balance per month, or the maximum permitted by law, whichever is lower. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer will pay the interest together with the overdue amount.
- 5.5 Tyk will not exercise its rights under this clause or suspend or terminate this Agreement if Customer is reasonably disputing the applicable Fees and is cooperating diligently to resolve the dispute.
- 5.6 Fees are payable, in full, without deduction, set off or withholding of any kind. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Tyk has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Tyk will invoice Customer and Customer will pay that amount unless Customer provides Tyk with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. CONFIDENTIALITY AND PUBLICITY

- 6.1 Each party will, during the term of this Agreement and thereafter, keep confidential all, and will not use for its own purposes (other than as contemplated pursuant to this Agreement), nor without the prior written consent of the

other, disclose to any third party (except to those of its affiliates' and its and its affiliates' professional advisors, employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under this Agreement, subject to requiring such professional advisors, employees, agents and subcontractors to comply with the obligations set out in this Agreement or as may be required by any law or any legal or regulatory authority (provided that, in that event, the receiving party will use reasonable endeavors to maintain the confidentiality of the confidential information)) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party or any of its affiliates, unless the receiving party can document that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party or was independently developed without the use of any confidential information. Confidential information of Tyk includes non-public information regarding features, functionality and performance of the Services.

6.2 Subject to clause 6.3, parties will only be permitted to make, or permit any person to make, a public announcement concerning this Agreement, on the prior written consent of the other party. For the avoidance of doubt, no such announcement will include the commercial terms or Fees referenced in this Agreement.

6.3 Tyk reserves the right to use descriptions and/or examples of Customer's use of the Services in its press releases, marketing channels and any other publicity materials. Tyk may also reference and link to Customer's website.

7. Export

7.1 Neither party will export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including, without limitation, United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

8. Intellectual Property Rights

8.1 Nothing in this Agreement will cause or result in the ownership of any Intellectual Property Rights belonging to one party to be transferred to the other.

8.2 Tyk and/or its licensors will, as between the parties, remain the owner of all Intellectual Property Rights in Tyk's brands, trademarks and logos, the Software and the Services (including, without limitation, the Tyk Content but excluding Customer Data). Except as expressly permitted by this Agreement, Customer may not use any of Tyk's Intellectual Property Rights without Tyk's prior written consent.

8.3 Customer acknowledges that it may create Intellectual Property Rights by improving or suggesting improvements of Software, Services and/or Support Services to Tyk. Any and all improvements to the Software or Services and/or Support Services suggested by Customer and developed by Tyk which result in the creation of Intellectual Property Rights will be owned by Tyk. Customer hereby assigns any and all rights to such Intellectual Property Rights in respect of the Software, Services and/or Support Services to Tyk and waives its moral rights in respect thereof. Customer will execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this clause 8.3.

8.4 Customer will promptly bring to the attention of Tyk any improper or wrongful use of any of Tyk's Intellectual Property Rights which comes to Customer's notice. Customer will assist Tyk in taking all steps to defend Tyk's Intellectual Property Rights, but not institute legal proceedings of its own accord.

8.5 Customer and/or its licensors will, as between the parties, remain the owner of all Intellectual Property Rights in Customer Data. Customer grants Tyk, free of charge, a royalty-free, worldwide, non-exclusive license to use Customer Data only to such extent as is necessary to enable Tyk to provide the Services and to perform its obligations under this Agreement.

8.6 Customer warrants that Customer owns or has obtained a license in respect of Customer Data and is otherwise entitled to grant the license in clause 8.5. If this Agreement is terminated, the license granted to Tyk in clause 8.5 will automatically terminate.

9. DATA PROTECTION

- 9.1 Each party will comply with all applicable Data Protection Legislation and obtain and maintain all necessary registrations and consents required under the Data Protection Legislation in order to allow that party to perform its obligations under this Agreement.
- 9.2 To the extent that Tyk Processes Personal Data on behalf of Customer, the linked [Tyk's Global Data Processing Addendum](#), is incorporated into and forms part of this Agreement.
- 9.3 Customer acknowledges and agrees that Tyk may use aggregate data derived from Customer's use of the Software and Services hereunder provided that Tyk has anonymized such data so that it is not capable of identifying any individual.

10. TYK WARRANTIES

- 10.1 Tyk warrants that during the Term of this Agreement:
 - (a) it has the right to enter into this Agreement and to provide the Services as contemplated by this Agreement;
 - (b) the Services will, under normal operating conditions, substantially conform to the functionality described in a Global Order Form;
 - (c) substantially conform to the functionality described in the documentation on Tyk's website (which may be updated from time to time);
 - (d) Tyk will not materially decrease the overall security of the Services; and
 - (e) Tyk will not materially decrease the overall functionality of the Services.
- 10.2 If Customer becomes aware that any of the warranties in clause 10.1 are breached, Customer must notify Tyk as soon as possible. Customer must give Tyk a reasonable time to fix the problem, including (at Tyk's discretion) by making available a corrected version of the Services or a reasonable way to work around the problem that is not materially detrimental to Customer and/or by re-performing any relevant Services. This will be done without any additional charge to Customer. If Tyk is able to do this within a reasonable time, this will be Customer's exclusive remedy in relation to such breach.
- 10.3 Tyk does not warrant that the use of the Services will be uninterrupted or error-free.
- 10.4 Tyk does not control the content posted to or via the Services and, in particular, does not control or actively monitor Customer Data and, as such, Tyk does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of any of the foregoing content or Customer Data.
- 10.5 Customer acknowledges that any Open-Source Software provided by Tyk is provided "as is" and expressly subject to the disclaimer in clause 10.6.
- 10.6 Except as expressly set forth in this section, the Services are provided "as is" and Tyk disclaims and excludes from this Agreement, to the fullest extent permitted by applicable laws, all warranties, representations, conditions and all other terms of any kind whatsoever, express or implied, by statute or common law, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. INDEMNITIES

- 11.1 Tyk will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any purchased Service infringes or misappropriates such third party's intellectual property rights (a "**Customer Claim**"), and will indemnify Customer from any damages, lawyers fees and costs finally awarded against Customer as a result of a Customer Claim, provided Customer (a) promptly gives Tyk written notice of Customer Claim, (b) gives Tyk sole control of the defense and settlement of Customer Claim (except that Tyk may not settle any Customer Claim unless it unconditionally releases Customer of all liability), and (c) gives Tyk all reasonable assistance,



at Tyk's expense. If Tyk receives information about an infringement or misappropriation claim related to a Service, Tyk may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) as applicable, terminate the applicable Service upon 30 days' written notice and refund Customer any prepaid Fees covering the remainder of the Term. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Customer Claim; (II) the Customer Claim arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Tyk, or if the Services or use thereof would not infringe without such combination; (III) the Customer Claim arises from Free Services or pursuant to a free trial; or (iv) a Claim against Customer arises from Customer's breach of this Agreement.

- 11.2 Customer will defend Tyk and its affiliates and licensees and each of their officers, shareholders, directors, employees and agents from and against any claim, demand or proceeding made or brought against Tyk by a third party (a) alleging that Customer Data infringes a third party's intellectual property rights or (b) arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement or the documentation, (iii) Customer Data being obtained without the data subject's express consent and/or otherwise is in breach of Data Protection Legislation or (iv) non-Tyk software provided by Customer (each a **"Tyk Claim"**), and will indemnify Tyk from any damages, lawyers fees and costs finally awarded against Tyk as a result of a Tyk Claim, provided Tyk (a) promptly gives Customer written notice of the Tyk Claim, (b) gives Customer sole control of the defense and settlement of the Tyk Claim (except that Customer may not settle any Tyk Claim unless it unconditionally releases Tyk of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.
- 11.3 This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

12. LIMITS OF LIABILITY

12.1 EXCEPT AS EXPRESSLY STATED IN CLAUSE 12.2:

- (a) IN NO EVENT, WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE, SAVE IN THE CASE OF (I) FREE TRIAL OR FREE SERVICES, WHERE TYK'S (AND ITS AFFILIATES') TOTAL AGGREGATE LIABILITY WILL NOT EXCEED GBP 1,000 OR (II) WHERE CUSTOMER OR ITS AFFILIATES BREACH ANY OF CLAUSES 6, 8, 9 OR 11.2 TO THIS AGREEMENT, WHERE CUSTOMER'S LIABILITY WILL NOT BE LIMITED BY THIS AGREEMENT. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.
- (b) IN NO EVENT, WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- (c) TYK WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, UNDER ANY INDEMNITY OR OTHERWISE, FOR ANY LOSS, DAMAGE, EXPENSE OR LIABILITY INCURRED OR SUSTAINED AS A RESULT OF:
- (i) THE USE OF THE SOFTWARE OR SERVICES EXCEPT FOR THEIR NORMAL INTENDED PURPOSE;
 - (ii) ANY ADAPTATION OR MODIFICATION OF ANY SOFTWARE OR SERVICES, OR INTEGRATION OR COMBINATION WITH ANY OTHER EQUIPMENT, SOFTWARE, PRODUCT OR MATERIAL NOT SUPPLIED BY TYK,

- IN EACH CASE, CARRIED OUT BY ANYONE OTHER THAN THE TYK OR WITHOUT TYK'S EXPRESS WRITTEN CONSENT;
- (iii) ANY DEFECT ARISING IN THE SOFTWARE OR SERVICES AS A RESULT OF MISUSE, WILFUL DAMAGE, NEGLIGENCE ON THE PART OF ANYONE OTHER THAN TYK, ABNORMAL OPERATING CONDITIONS OR ANY FAILURE BY CUSTOMER TO FOLLOW TYK'S INSTRUCTIONS AS TO USE;
 - (iv) TYK COMPLYING WITH ANY DESIGN, SPECIFICATION OR INSTRUCTIONS PROVIDED BY CUSTOMER OR ON CUSTOMER'S BEHALF;
 - (v) THE CONTINUED USE OF A VERSION OR RELEASE OF THE SOFTWARE OR SERVICES AFTER TYK HAS MADE AN ALTERNATIVE VERSION OR MAJOR RELEASE OF THE SOFTWARE OR SERVICES AVAILABLE TO CUSTOMER, TO THE EXTENT THAT ANY CLAIM WOULD HAVE BEEN AVOIDED BY THE USE OF SUCH ALTERNATIVE VERSION OR MAJOR RELEASE; OR
 - (vi) CUSTOMER OR A THIRD PARTY (OTHER THAN A SUBCONTRACTOR OR REPRESENTATIVE OF TYK) IN RESPECT OF LOSS OR DAMAGE TO CUSTOMER DATA.
- 12.2 THE EXCLUSIONS IN CLAUSE 12.1 WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW, BUT NEITHER PARTY EXCLUDES LIABILITY FOR:
- (a) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF ITSELF, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS;
 - (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
 - (c) TO PAY SUMS PROPERLY DUE AND OWING TO TYK;
 - (d) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.
- 12.3 ALL DATES SUPPLIED BY TYK FOR THE DELIVERY OF ANY APPLICABLE SUPPORT SERVICES WILL BE TREATED AS APPROXIMATE ONLY. TYK WILL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY DELAY IN DELIVERY BEYOND SUCH APPROXIMATE DATES.
- 12.4 ALL REFERENCES TO "TYK" IN THIS CLAUSE 12 ONLY WILL, FOR THE PURPOSES OF THIS CLAUSE, BE TREATED AS INCLUDING ALL EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS OF TYK AND ITS AFFILIATES, ALL OF WHOM WILL HAVE THE BENEFIT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS CLAUSE.

13. TERM AND TERMINATION

- 13.1 This Agreement will commence on the Effective Date and continues until it is terminated in accordance with its terms. This Agreement will renew for successive Terms (of the same duration) (each a "**Renewal Term**") unless either party gives notice of its intention not to renew thirty (30) days prior to the expiration of the then current Term. For Services purchased via a Global Order Form only, and unless otherwise provided in that Global Order Form, renewal of promotional, discounted or one-time priced Services will be at Tyk's applicable list price in effect at the time of the applicable renewal or, if a list price is not applicable to the Services, the current full unit price of the Services plus 7%. No Renewal Term will apply for Free Services or a free trial.
- 13.2 Either party may immediately terminate this Agreement, at any time, by giving the other written notice if:
- (a) the other materially breaches any term of this Agreement and it is not possible to remedy that breach;
 - (b) the other materially breaches any term of this Agreement and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;
 - (c) the other becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or
 - (d) the performance or execution of this Agreement, by either party, breaches (or is reasonably expected to breach) any applicable law or regulation, including, without limitation, sanctions law.
- 13.3 Without prejudice to clauses 13.2 and 13.4, Tyk may, in addition, immediately terminate this Agreement by giving Customer written notice if any invoiced amount (not then-currently being disputed in good faith) is outstanding beyond the due date for payment.

- 13.4 Without prejudice to clauses 13.2 and 13.3, Tyk may, in addition, and without liability, suspend access to and use of the Services, by giving Customer written notice if any invoiced amount (not then-currently being disputed in good faith) is outstanding beyond the due date for payment. Access to the Service will be restored promptly after Tyk receives payment in full and cleared funds. Fees will remain payable during any period of suspension.

14. CONSEQUENCES OF TERMINATION

- 14.1 Unless otherwise explicitly agreed in this Agreement, Customer will not be entitled to a refund (in full or in part) in respect of the Services for the Term and any subsequent Renewal Term. Notwithstanding the foregoing, in the event that this Agreement is terminated pursuant to clause 13.2 due to the fault of Tyk, and subject to Customer's written request of the same (to be notified to Tyk in the written notice specified in clause 13.2), Customer will be entitled to a pro-rata refund of paid but unused Fees from the termination date to the end of the applicable Term.
- 14.2 Upon termination of this Agreement for any reason:
- (a) Customer will immediately cease to access, and discontinue all use of, the Services;
 - (b) all amounts payable to Tyk by Customer will become immediately due and owing. For the avoidance of doubt, unless otherwise explicitly provided in this Agreement, no refund of Fees paid in advance will be due in respect of any unexpired portion of the then-current term; and
 - (c) Tyk may destroy or otherwise dispose of any Customer Data in its possession on termination.
- 14.3 If Customer gives notice to terminate this Agreement pursuant to clause 13, Tyk will retain Customer Data for a period of 1 month (the "**Cooling-Off Period**") after which it will delete any Customer Data. Customer may elect to waive this Cooling-Off Period and request for its data to be deleted immediately upon termination if it so chooses.
- 14.4 If so requested by Tyk at any time by notice in writing to Customer, Customer will promptly:
- (a) destroy or return to Tyk all documents and materials (and any copies) containing, reflecting, incorporating or based on Tyk's confidential information including without limitation the Services;
 - (b) erase all confidential information from its computer and communications systems and devices used by it (including those of any group company), or which is stored in electronic form;
 - (c) erase all the confidential information which is stored in electronic form on systems and data storage services provided by third parties; and
 - (d) certify in writing to Tyk that it has complied with the requirements of this clause 14.4.
- 14.5 The termination of this Agreement for any reason will not affect:
- (a) any accrued rights or liabilities which either party may have by the time termination takes effect; or
 - (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination.

15. FORCE MAJEURE

- 15.1 Except in respect of non-payment, neither party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party ("**Force Majeure Event**"). A Force Majeure Event will include (without limitation) strikes, lock-outs or other industrial disputes; failure of a utility service or transport or telecommunications network; act of God, fire, flood, or storm; war, riot, or civil commotion; acts of terror; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of machinery; or default of suppliers or sub-contractors. The party affected by such an event will promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than 3 calendar months, either party may terminate this Agreement by written notice to the other party.

16. GENERAL

- 16.1 Tyk reserves the right to modify the terms of its privacy policy, its data processing addendum and this Agreement, at any time, subject to any such modification being notified to Customer in writing and:
- (a) in cases where the relevant modification (i) relates to Free Services or free trials, (ii) does not have a materially

- adverse impact on Customer or (iii) is otherwise required by law or regulation, in each case, such modification will apply automatically, without the need for Customer consent; and
- (b) in all other instances, the relevant modification will require the prior written consent of Customer, which will be deemed as having been received by Tyk after 30 days (from Tyk's initial notice) if a Customer rejection has not been received by Tyk within this time. In the event that Customer rejects the modification, such rejection must be notified to Tyk within 30 days of Tyk's initial notice and Tyk will (acting reasonably) have the right to terminate this Agreement.
- 16.2 Unless the parties expressly agree otherwise in writing, if a party:
- (a) fails to exercise or delays exercising or only exercises partially any right or remedy provided under this Agreement or by law; or
- (b) agrees not to exercise or to delay exercising any right or remedy provided under this Agreement or by law;
- then that party will not be deemed to have waived and will not be precluded or restricted from further exercising that or any other right or remedy.
- 16.3 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.4 If any provision or part provision of this Agreement is held for any reason to be ineffective or unenforceable, this will not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole. If any provision or part provision of this Agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question will apply with such modification(s) as may be necessary to make it enforceable.
- 16.5 Subject to clause 16.1, all variations to this Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 16.6 Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement will or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is an agent of the other or has such authority.
- 16.7 A person who is not a party to this Agreement will not have any rights under or in connection with it.
- 16.8 Unless otherwise provided in a Global Order Form, no party may assign or transfer any of its rights or obligations under this Agreement, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign or transfer this Agreement in its entirety (including, to all Global Order Forms), without the other party's consent to its affiliates if prior notice is provided to the other party.
- 16.9 Each party agrees and acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees, contractors or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the above restriction, such party will immediately notify the other party.
- 16.10 Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents ("**Representation**"). Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation will be for breach of contract.
- 16.11 Each party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below.
- 16.12 All notices and consents relating to this Agreement must be in writing. Notices must be sent to the address of the recipient set out in a Global Order Form or otherwise notified by the relevant party in accordance with this Agreement. Notices will be sent by first class recorded delivery or registered post or other form of certified or

registered mail (and sent by air mail if posted to or from a place outside the country of the Contracting Entity), or email and will be treated as having been delivered:

- (a) if sent by certified or registered mail, two days after the date of posting (or, if sent by air mail, seven days after the date of posting); and
- (b) if sent by email, at close of business on the next working day after delivery to the recipient of the email.

16.13 The table below specifies the Tyk entity that has entered into this Agreement, the address to which Customer should direct notices under this Agreement (as updated and notified to Customer from time to time), the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, and, in each case, depend on where Customer is domiciled:

If Customer is domiciled in:	The Tyk entity entering into this Agreement is:	Notices should be addressed to:	Governing Law is:	Courts with exclusive jurisdiction are:
Any Customer is purchasing Services online (not via a Global Order Form)	Tyk Technologies Ltd	Tyk Technologies Ltd, Huckletree 199 Bishopsgate, Broadgate, London EC2M 3TY Attention: Legal Department	England	London, England
The United States of America, Mexico or a country in Central or South America or the Caribbean and Customer is purchasing Services via a Global Order Form	Tyk Technologies Inc.	Coda, 4th Floor, 756 W Peachtree St NW, Atlanta, GA 30308, UNITED STATES OF AMERICA Attention: Legal Department	State of New York	State of New York
United Kingdom or a country in Europe, the Middle East or Africa and Customer is purchasing Services via a Global Order Form	Tyk Technologies Ltd	Tyk Technologies Ltd, Huckletree 199 Bishopsgate, Broadgate, London EC2M 3TY Attention: Legal Department	England	London, England
Singapore or a country in Asia or the Pacific region and Customer is purchasing Services via a Global Order Form	Tyk Technologies Pte. Ltd	Found8, High Street Centre, 1 North Bridge Road, #08-08, Singapore 179094, SINGAPORE Attention: Legal Department	England	London, England

SCHEDULE 1

SUPPORT SERVICES

1. Tyk will provide the following Support Services for the Supported Software and/or Services in accordance with the terms of this Agreement:
 - (a) **Setup Service:** a service desk staffed by Tyk personnel who are qualified to maintain and support the Software and who are familiar with Customer's use of the Supported Software ("**Service Desk**"), and who will be contactable by end users by email, at support@tyk.io ("**Communication Channel**").
 - (b) **User Support:**
 - (i) such advice and assistance during the support hours as Customer may, from time to time, reasonably request to resolve its queries and difficulties in using the Supported Software by way of the Service Desk; and
 - (ii) online access to technical support bulletins by way of the Tyk Community.
 - (c) **Application Support:**
 - (i) provision of Patches and Notifications (as defined).
2. Tyk will begin providing the Support Services on the Effective Date or, as applicable, on another date detailed in a Global Order Form.
3. Tyk will perform the Support Services to coordinate with, and will use reasonable efforts to not interfere with, the operations of Customer.
4. Customer will promptly provide all reasonable assistance, information and decision-making as reasonably required by Tyk from time to time in relation to the Support Services.
5. Tyk may make non-material changes to the Support Services without notice to the Customer.
6. Tyk may not, at its sole discretion, provide Support Services:
 - (a) where faults arise from misuse use of the Supported Software and/or Service, use of the Supported Software and/or Service in combination with equipment or software not designated by Tyk for use with the Supported Software and/or Service, operator error and/or otherwise at the reasonable justification of Tyk;
 - (b) if Customer fails to maintain the Services at Tyk's specified latest major release level (or, for critical fix incidents only, the last major release level) unless otherwise agreed between the parties in writing; or
 - (c) in respect of any Customer Customisation to the Supported Software and/or Services (where permitted); and/or involving the development (bespoke or otherwise) of Intellectual Property Rights (software, code or otherwise) for Customer.

SET UP SERVICES ("ENHANCED" SUPPORT SERVICES, "PREMIER" SUPPORT SERVICES AND "SIGNATURE" SUPPORT SERVICES ONLY)

7. If Customer is a new customer (rather than a renewal customer), Tyk will invite Customer to an onboarding meeting ("**Onboarding Meeting**") via screen share or conference call with technical and product owners at Customer. The agenda of the Onboarding Meeting will be to identify the following information:
 - (a) Supported Software and/or Services functionality currently in use;
 - (b) High-level roadmap for planned future adoption;
 - (c) High-level Supported Software and/or Services configuration;
 - (d) High-level Tyk environment and architecture;
 - (e) Third party suppliers of hosting, infrastructure or other related services; and
 - (f) Escalation paths and key contacts, which will, in each case, form part of a handbook defined in clause 9 below.
8. Tyk will send Customer an SLA Playbook for completion (as defined below). Customer acknowledges that the SLA Playbook will be used to supplement the additional representations, warranties, or covenants in respect of the Supported Software and/or Services.
9. The SLA Playbook is a Tyk template document that is populated with information from the Customer alongside the information listed in clause 7 above and is used to help Tyk provide the Support Services to the Customer (the "**SLA Playbook**"). The format of the SLA Playbook will be determined at Tyk's sole discretion, and may be updated by Tyk from time to time, in its sole discretion. Tyk will remain the owner of all Intellectual Property Rights in the SLA Playbook. For the avoidance of doubt, all Customer Data and Customer Confidential Information that contributes towards the population of the SLA Playbook will remain in the ownership of Customer.
10. Customer will promptly advise Tyk of any material changes to its infrastructure, configuration, environment and/or architecture ("**Infrastructure Change**") that is the subject matter of this Agreement, and use its best efforts to assist Tyk in bringing the SLA Playbook in line with the Infrastructure Change. Customer's failure to comply with this clause 10 will suspend any and all Service Level commitments of Tyk.

SUPPORT REQUESTS AND ERRORS

11. All Support Requests placed by Customer will be recorded by the Service Desk. The Service Desk will:
 - (a) respond to Support Requests;
 - (b) diagnose Support Requests as SLA1, SLA2 or SLA3;
 - (c) downgrade or upgrade Support Requests as logged by Customer; and
 - (d) keep Customer updated on progress.
12. For each Error reported by Customer, Tyk agrees to maintain records of Support Requests and to report to Customer on the status of resolution in the Report until the Error is resolved. Tyk will provide Customer's contact with a unique ticket number for each Support Request.
13. In the event that Customer deems an Error to be an SLA1, SLA2 or SLA3, it will contact Tyk using the Communication Channel. **For "Signature" Support Services only**, where Customer deems an SLA1 Error to have occurred, it will also be entitled to contact Tyk's customer support team via the dedicated customer support telephone number provided to it by Tyk.

14. **For “Enhanced” Support Services, “Premier” Support Services, and “Signature” Support Services only**, upon receipt of a Support Request, Tyk will acknowledge the Support Request within the Service Level timeframes as listed in clauses 27, 28 and 29, respectively and as applicable.
15. Customer may advise Tyk as to the Error type (each an “**Error Type**”). Tyk will have sole discretion in assigning an Error Type to an Error, provided it will act reasonably and observe the Error Type classification (see definition of SLA1, SLA2 and SLA3). Tyk reserves the right to upgrade and/or downgrade an Error Type as it deems appropriate.
16. Customer will make available the appropriate technical personnel to Tyk to enable efficient troubleshooting, triage and resolution of the Error.
17. Tyk will use its reasonable efforts to correct SLA1 and SLA2 Errors during the support hours. For the avoidance of doubt, Tyk gives no guarantee as to the timeframe to resolve SLA1 and SLA2 Errors (if possible).
18. Tyk will use commercially reasonable efforts to determine a remedy or work around for SLA3 Errors during support hours. For the avoidance of doubt, Tyk gives no guarantee as to the timeframe to resolve SLA3 Errors (if possible).
19. Tyk may issue modifications to the Services by way of a local fix or Patch or another suitable solution in the absolute discretion of Tyk.

REPRESENTATIVES AND PERSONNEL (“PREMIER” SUPPORT SERVICES AND “SIGNATURE” SUPPORT SERVICES ONLY)

20. Tyk will appoint a manager who will be responsible for the coordination of all matters relating to the provision of Support Services to ensure that they are properly managed (“**Support Services Manager**”). Customer will appoint a manager who will function as Customer's counterpart to the Support Services Manager, responsible for the coordination of all matters relating to the receipt of the Support Services (“**Customer Manager**”). Customer will notify Tyk promptly of its appointee. The Support Services Manager will be available to liaise with, and respond to queries from, Customer Manager.
21. Without prejudice to clause 20, Customer Manager will assist Tyk in determining the appropriate technical Customer personnel to enable efficient troubleshooting, triage and resolution of Errors.

REPORTING (“PREMIER” SUPPORT SERVICES AND “SIGNATURE” SUPPORT SERVICES ONLY)

22. Tyk will, on Customer's written request, provide Customer with information on Tyk's compliance with the Service Levels, tickets and status of tickets in a format to be mutually agreed between the parties in good faith (the “**Report**”).
23. Tyk will monitor and record its performance of the Support Services by reference to the Service Levels. Tyk will be responsible for implementing the necessary measurement and monitoring tools and procedures required to measure, monitor and report its compliance with the applicable Service Levels for inclusion in the Report.
24. At Customer's written request, Tyk will attend conference calls involving key stakeholders from Customer to discuss any Report.

ACCESS

25. Where authorised by Customer in advance, Customer may permit Tyk remote access to the Supported Software and/or Services or access to Customer's premises to enable Tyk to fulfill its obligations under this agreement, or any part of them, using remote systems management software or otherwise. Tyk will use the remote access solely for those purposes.
26. Tyk will immediately notify Customer of any actual or threatened security breach in or unauthorised access to any of Customer systems of which it becomes aware. Tyk will cooperate fully with Customer to investigate each security breach or unauthorised access.

SERVICE LEVELS

27. “Enhanced” Support Services

In the event that “Enhanced” Support Services are purchased by Customer, the following Service Level commitments and terms apply for the applicable Term:

Service Levels	Error Type	Enhanced Response Times	Definition	Examples
	SLA1	4 hours	Complete failure of any major portion of the application	TYK Gateway unable to restart after failure, in production
	SLA2	12 hours	Loss of a major function of the application	Unable to generate new API tokens, in production, but existing tokens still work
	SLA3	24 hours	Loss of a minor function of the application Support to users regarding Tyk Application functionality	Developer portal not rendering documents correctly Query regarding how to secure an API using HMAC
Seats	Tyk will provide Support Services for up to 3 seats. A “seat” is defined as an individual nominated by Customer to report and open tickets with Tyk.			
Additional benefits	Release notifications SLA Playbook			
Support hours	8am - 5pm local time to Customer (one region), Monday to Friday (inclusive)			
Communication Channels	support@tyk.io			

In the event that Tyk persistently fails to meet the Service Levels in three consecutive calendar months, Tyk will, at Customer’s written request (within one calendar month of that third month), provide Customer with a service credit equating to the Support Fees paid by Customer in the third calendar month; such Support Fees to be credited against Customer’s account and used in respect of future payments to Tyk. Any such service credit provided to Customer will represent Customer’s exclusive remedy in respect of the applicable breach.

28. "Premier" Support Services

In the event that "Premier" Support Services are purchased by Customer, the following Service Level commitments and terms apply for the applicable term:

Service Levels	Error Type	Premier Response Times	Definition	Examples
	SLA1	2 hour	Complete failure of any major portion of the application	TYK Gateway unable to restart after failure, in production
	SLA2	8 hours	Loss of a major function of the application	Unable to generate new API tokens, in production, but existing tokens still work
	SLA3	24 hours	Loss of a minor function of the application Support to users regarding Tyk Application functionality	Developer portal not rendering documents correctly Query regarding how to secure an API using HMAC
Seats	Tyk will provide Support Services for up to 5 seats. A "seat" is defined as an individual nominated by Customer to report and open tickets with Tyk.			
Additional benefits	Pooled Customer Solution Architect support Screen shares 6 x per year Release notifications SLA Playbook			
Support hours	24 hours a day, 7 days a week, 365 days a year			
Communication Channels	support@tyk.io			

In the event that Tyk persistently fails to meet the Service Levels in three consecutive calendar months, Tyk will, at Customer's written request (within one calendar month of that third month), provide Customer with a service credit equating to the Support Fees paid by Customer in the third calendar month; such Support Fees to be credited against Customer's account and used in respect of future payments to Tyk. Any such service credit provided to Customer will represent Customer's exclusive remedy in respect of the applicable breach.

29. “Signature” Support Services

In the event that “Signature” Support Services are purchased by Customer, the following Service Level commitments and terms apply for the applicable term:

Service Levels	Error Type	Signature Response Times	Definition	Examples
	SLA1	1 hour	Complete failure of any major portion of the application	TYK Gateway unable to restart after failure, in production
	SLA2	4 hours	Loss of a major function of the application	Unable to generate new API tokens, in production, but existing tokens still work
	SLA3	8 hours	Loss of a minor function of the application Support to users regarding Tyk Application functionality	Developer portal not rendering documents correctly Query regarding how to secure an API using HMAC
Seats	Tyk will provide Support Services for up to 10 seats. A “seat” is defined as an individual nominated by Customer to report and open tickets with Tyk.			
Other benefits	Named Customer Solution Architect support Unlimited screen shares per year Release notifications SLA Playbook			
Support hours	24 hours a day, 7 days a week, 365 days a year			
Communication Channels	support@tyk.io Dedicated phone line to be notified to Customer - which will apply to SLA1 Errors only (unlimited).			

In the event that Tyk persistently fails to meet the Service Levels in three consecutive calendar months, Tyk will, at Customer's written request (within one calendar month of that third month), provide Customer with a service credit equating to the Support Fees paid by Customer in the third calendar month; such Support Fees to be credited against Customer's account and used in respect of future payments to Tyk. Any such service credit provided to Customer will represent Customer's exclusive remedy in respect of the applicable breach.

SCHEDULE 2

DEFINITIONS

The words and expressions contained within the agreement will have the following meanings:

Authorised User: employees, staff, contractors to Customer, and any other persons working with or on behalf of Customer to access the Services;

“Cloud Services” means any Tyk Cloud products and services that are ordered by Customer pursuant to a Global Order Form or via an online purchasing portal, or provided to Customer free of charge (as applicable) or pursuant to a free trial, and made available online;

Customer Data: all data, information and material input or uploaded to any Software or transmitted through the Service by Customer and/or any Authorised User;

Customisations: a Customer customisation, involving, a plug-in or extension that adds a specific feature to the Supported Software and/or Services;

Data Protection Legislation: as binding on either party: (a) the EU GDPR; (b) the UK GDPR; (c) the Data Protection Act 2018; (d) any laws which implement any such laws; (e) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing, and (e) any other legislation or regulatory requirements in force from time to time in the United Kingdom or the European Union which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications), or equivalent data protection laws in the jurisdiction of Contracting Entity;

Downtime: means any non-availability or downtime of Tyk's services and/or products (including, without limitation, Tyk's Multi Data Center Bridge and API Gateways) in relation to:

- (a) any Free Services or free trial;
- (b) scheduled maintenance;
- (c) Force Majeure Events; or
- (d) where non-availability or downtime is caused by, or connected to, the action, inaction or misuse by Customer or a third party.

Effective Date: the date on a Global Order Form, or, otherwise, the date on which Customer first accesses the Software and/or Services, or creates an ID (as defined) by way of Tyk's website (whichever is the earlier);

Error: means any error, defect or malfunction in the Supported Software and/or Services that: (a) causes the integrity of its data to be compromised or corrupted; (b) causes an unexpected error message or fatal error to occur while using the Supported Software; and/or (c) otherwise causes the Software to fail to comply with the agreed specification;

EU GDPR: Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data;

Fee(s): means as described or defined in a Global Order Form or via an online purchasing portal, or provided to Customer free of charge or under a free trial (as applicable), and made available online;

Free Services: means the Services that Tyk makes available to Customer free of charge. Free Services exclude Services offered as a free trial and purchased Services;

Global Order Form: additional terms agreed between the parties in Tyk's standard format and defined as a "Global Order Form";

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Notifications: communications from Tyk to Customer in relation to security in relation to the Supported Software and/or Services;

“On-Premises Services” means any Tyk on-premises products and services that are ordered by Customer under a Global Order Form or via an online purchasing portal, or provided to Customer free of charge or under a free trial (as applicable), and made available online;

Open-Source Software: open-source software as defined by the Open Source Initiative or the Free Software Foundation which will include Tyk Open-Source Software;

Patches: (a) bug fixes, patches, and maintenance releases; (b) new point releases denoted by a change to the right of the first decimal point (e.g., v2.0 to 2.1); but not (c) new major version releases denoted by a change to the left of the first decimal point (e.g., v2.0 to 3.0);

Personal Data: will have the meaning given to it in the Data Protection Legislation;

Renewal Term: has the meaning ascribed in clause 13.1 of these terms and conditions and, as applicable, as further described in a Global Order Form;

Service(s): means the products and services that are ordered by Customer under a Global Order Form or via an online

purchasing portal, or provided to Customer free of charge or under a free trial (as applicable), and made available online;
Service Availability: means, in respect of Tyk's Cloud Services, the availability of Tyk's Multi Data Center Bridge and API Gateways, but excludes Downtime;

Service Levels: means, as applicable, to "Enhanced" Support Services, "Premier" Support Services and "Signature" Support Services only, the performance standards (including all response and turnaround times and other timeframes, all percentages and other metrics and all other objectively measurable or quantifiable standards) as set out in the tables in Schedule 1;

SLA1, SLA2 and SLA3: mean, as defined below:

Error Type	Definition	Examples
SLA1	Complete failure of any major portion of the application	TYK Gateway unable to restart after failure, in production
SLA2	Loss of a major function of the application	Unable to generate new API tokens, in production, but existing tokens still work
SLA3	Loss of a minor function of the application Support to users regarding Tyk Application functionality	Developer portal not rendering documents correctly Query regarding how to secure an API using HMAC

Support Request: a request communicated by Customer to Tyk's designated service desk, or by some other means, to report an Error and request assistance, or to request some other support service or assistance;

Support Services: has the meaning ascribed in clause 3.7 of these terms and conditions and, as applicable, as further described in a Global Order Form;

Support Fee(s): means the portion of Fee(s) allocated to Support Services as described or defined in a Global Order Form or via an online purchasing portal. If Services are being provided to Customer free of charge or under a free trial (as applicable), Support Fee(s) will be zero;

Supported Software: means any Software that is supported by the Support Services;

Software: means any software owned by or licensed to Tyk and which forms part of the Service;

Term: means the Initial Term as defined in a Global Order Form or means as defined via an online purchasing portal, and includes, any Renewal Term;

Tyk: means the applicable Tyk entity listed in the table at clause 16.13;

Tyk Community: a community of Tyk users, offering insights and advice; accessible here <https://tyk.io/community-forum/>;

Tyk Content: all data, information and material owned by or licensed to Tyk and comprised within any Software and/or Service, excluding Customer Data;

Tyk Gateway: a network node connecting two networks that use different protocols;

Tyk Open-Source Software: Tyk software that has been developed for open-source purposes and is provided to the general public without charge and subject to additional open source license terms;

Tyk Personnel: Tyk's employees, workers, contractors and agents and/or those of its authorized sub-contractors (if any);

Tyk Updates: means a new version of, and/or updates to, the Software and/or Services, whether for the purpose of fixing an error, bug or other issue in the Software and/or Service or enhancing the functionality in the Software and/or Services;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

User Support: relates to questions that users can have in relation with the functionality of the Supported Software and/or Services.