Eyk SLA Schedule

Version 1.0
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This SLA Schedule sets an availability target for the Eyk Service, the service credits that apply when Eyk misses it, and response targets for support. It applies only where an Order names it, and then forms part of the Agreement under the Eyk Terms and Conditions. Capitalised terms have the meaning given in the Terms and Conditions and the DPA.

1. Availability

1.1 Eyk provides the Eyk Service with an availability target of 99.5% per calendar month (the “Availability Target”).

1.2 Availability is measured by Eyk’s monitoring of the services shown on its status page at status.eykdata.com (the “Status Page”). Monthly Availability is the average, across those services, of the percentage of minutes in a calendar month in which each service is available, as shown on or calculated from the Status Page. Unavailability during Excluded Downtime is not counted. The Status Page is the sole measure of availability under this Schedule.

1.3 Only the services shown on the Status Page count towards Monthly Availability. The freshness of data, the operation of connectors to Data Sources and Destinations, and features not shown on the Status Page do not.

2. Excluded Downtime

2.1 Excluded Downtime is unavailability caused by: (a) planned maintenance announced in advance on the Status Page; (b) urgent maintenance to address a security risk; (c) outages of third parties outside Eyk’s reasonable control, including cloud, hosting and network providers and Data Sources and Destinations; (d) Customer, its Users or third parties acting on its behalf, including changes they make to access rights, configuration or settings, and use of the Eyk Service in breach of the Agreement; (e) a suspension under Clause 16.3 of the Terms and Conditions; or (f) circumstances under Clause 17.4 of the Terms and Conditions (force majeure).

3. Service credits

3.1 If Monthly Availability falls below the Availability Target, Customer is entitled to a service credit of:

Monthly Availability	Service credit
At least 99.0% but below 99.5%	5% of the Monthly Fee
Below 99.0%	10% of the Monthly Fee

3.2 The Monthly Fee is the fee for the Eyk Service for the affected month under the Order, or one twelfth of the annual fee, excluding VAT, one-off fees and usage-based fees.

3.3 Customer claims a service credit by email to support@eykdata.com within thirty (30) days after the end of the affected month. Later claims lapse.

3.4 Eyk deducts service credits from Customer’s next invoices. Service credits are not paid out, also not at the end of the Agreement, and are not granted for a month in which Customer has an overdue invoice.

3.5 Service credits are Customer’s sole and exclusive remedy for a failure to meet the Availability Target. Service credits count towards the limit in Clause 13.1 of the Terms and Conditions.

4. Support

4.1 Customer reports incidents to support@eykdata.com. Eyk assigns each report a priority based on its impact on Customer’s use of the Eyk Service:

Priority	Meaning	Response target
P1 Critical	The Eyk Service as a whole is unavailable	2 Business Hours
P2 High	A core function is unavailable or seriously impaired, with no workaround	1 Business Day

Priority	Meaning	Response target
P3 Normal	Limited impact, or a workaround exists	2 Business Days
P4 Low	Questions, requests and minor issues	5 Business Days

4.2 Business Hours are 09:00 to 17:00 Amsterdam time on Business Days. A response target runs from receipt of the report during Business Hours, or otherwise from the start of the next Business Hours. A response is a first reply from a person at Eyk that confirms the priority and the next steps; automatic confirmations do not count.

4.3 Response targets apply to Eyk's first response, not to resolution. Missing a response target does not give rise to a service credit.

4.4 Customer may escalate a report that it considers inadequately handled to the escalation contacts named in the Order, in the order given.

5. General

5.1 This Schedule applies for the term of the Order that names it. It does not apply during a Free Trial Period.

5.2 The version of this Schedule in force when an Order is signed applies to that Order until the end of its current term. Eyk may amend this Schedule in the same way as the Terms and Conditions under their Clause 19; an amendment applies to an existing Order from its next renewal.