

Terms of Service

These Master Terms of Service including any Appendices, Statements of Work and Order Form(s) set out the basis upon which you (the "Customer") subscribe to and/or use the Services and together shall be defined as the "Agreement". This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any and all communications, representations and arrangements whether written or oral concerning the subject matter hereof and Customer hereby acknowledges that no reliance is placed on any representation made but not referenced in this Agreement. No purchase order or other text which purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. Any such purchase order shall be dealt with by Tinybird for invoicing purposes only. Reference to Tinybird means Tinybird Inc., a Delaware Corporation, with address 45 Pleasant St. Unit 1, Newburyport, MA 01950, United States unless otherwise stated in the Order Form.

Tinybird reserve the right to change or modify this Agreement in our sole discretion. Acceptance of such changes or modifications is constituted by either: (i) continued use of any part of the Service thirty (30) days after the modified terms have been posted to the Tinybird website or (ii) your indication of agreement to the updated terms, via click-through or otherwise.

1. DEFINED TERMS

"Account" means the Customer's unique registered account with Tinybird through which their Authorised Users can log into and access the Service.

"Account Administrator" means the Customer's designated Account administrator who, amongst other things, will authorise the Authorised Users to have access to the Service.

"Authorised Users" means your Account Administrator and the employees, agents and independent contractors your Account Administrator authorises to access and use the Service.

"Business Day" means 10am to 7pm CET, excluding any public holidays.

"Confidential Information" means information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Customer Data" means the data we host on your behalf as a result of your use of the Service including (without limitation) any data input by you, your customers or your Authorised Users.

"Fees" means the fees for the Service payable by the Customer pursuant to this Agreement.

"Intellectual Property Rights" means (a) patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including Internet domain names), unregistered trademarks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, including the "look and feel" of any websites; and (b) rights of the same or similar effect to those specified in paragraph (a); in each case, in any jurisdiction whether registered, registrable or otherwise.

"Minimum Term" means the minimum duration of the Agreement as set out in the Order Form.

"Order Form" means the then-current order form signed by the parties.

"Plan" means the Service you choose when either signing up to the Service or when you upgrade or renew your Plan in accordance with the terms of this Agreement. Your Plan will appear on the Order Form or on the Site.

"Processed Data" is a billing metric calculated based on the total amount of data written to or read from the Service on any given month.

"Renewal Term" means successive periods of 12 months from the expiry of the Minimum Term.

"Service(s)" means the Tinybird data analytics platform-as-a-service solution product and related services.

"Site" means the Tinybird website at www.tinybird.com

"Storage" means the total amount of disk space used by the Customer to store Customer Data at the end of each monthly period.

"Term" shall mean the Minimum Term and any subsequent Renewal Terms of the Agreement.

"Trial" means a trial of the Service for the Trial Period.

"Trial Period" means a period of fourteen (14) calendar days from the date you sign up to the Trial, unless agreed otherwise by Tinybird.

2. DURATION

The Service shall commence on the Start Date set out in the Order Form and shall continue for the Minimum Term. Thereafter, unless otherwise stated in the Order Form, it shall be automatically renewed for additional twelve (12) months (each a Renewal Term) subject to the terms and conditions of this Agreement until or unless either party notifies the other party of termination, in writing by giving at least thirty (30) calendar days' notice prior to the expiry of the Minimum Term or a Renewal Term. Where the Customer has signed up through the Site instead of via a signed Order Form, the Minimum Term shall be set out on the Site.

3. CHARGES & PAYMENT

3.1 Customer shall be invoiced and agrees to pay the Fees specified in the Order Form or as otherwise agreed when Customer signs up to the Service. Unless otherwise stated, Fees are due annually in advance, net thirty (30) days from the invoice date.

3.2 Customer shall notify Tinybird in writing within seven (7) days of receipt of an incorrect or invalid invoice, giving their reasons. If only part of an invoice is disputed the Customer will pay the undisputed amount as detailed herein.

3.3 Except where any payments are disputed in good faith, if we have not received payment within thirty(30) days after the due date, and without prejudice to any other rights and remedies available to us we may, without liability to you, give you seven (7) days before we suspend or temporarily disable all or part of your access to the Service and we shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid.

3.4 All amounts and fees stated or referred to in this Agreement:

1. are payable in the currency specified in the Order Form or SOW or otherwise agreed by the parties in writing;
2. are exclusive of sales tax or other withholdings assessable by any jurisdiction, unless otherwise expressly stated. If Customer is required by law to withhold any taxes from Customer's payment, the Fees shall be increased such that the amount received by Tinybird is equal to the full amount stated in the applicable Order Form.

4. ACCESS TO, PROVISION AND USE OF THE SERVICE

4.1 Subject to payment of the Fees, we grant you a non-exclusive, non-transferable, personal and non sub-licensable licence to permit Authorised Users to use the Service subject to the Storage and Processed Data limits set out in the Plan or otherwise agreed in the Order Form, during the Term pursuant to the terms of this Agreement.

4.2 The Customer is responsible for the activity of their Authorised Users, including maintaining the confidentiality of the login details and any activities that occur under the Account as well as the users added by its Account Admins. If you have any concerns about your login details or think they have been misused, you should contact us promptly at support@tinybird.co.

5. RESTRICTIONS ON USE OF THE SERVICE

5.1 You shall not process, access, store, distribute or transmit any viruses, data or any material during the course of your use of the Service that:

1. is illegal, unlawful, harmful, threatening, defamatory, obscene, abusive, infringing, harassing or otherwise offensive;
2. invades another person's privacy or is in breach of applicable privacy laws;
3. facilitates illegal activity; or
4. causes distress, damage or injury to any person or property.

5.2 We may, without liability to you, disable the Service to the extent necessary to disable access to any data or material that breaches the provisions of Clause 5.1.

5.3 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means;
2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
3. access all or any part of the Service in order to build a product or service which competes with the Service;
4. use the Service contrary to fair use;
5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the Authorised Users,
6. attempt to obtain, or assist third parties in obtaining access to the Service, other than as provided in the Agreement.

5.4 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Tinybird.

6. SERVICE AVAILABILITY, SUPPORT AND WARRANTIES

6.1 Provision of the Service to Customer shall start on the Service Start Date.

6.2 Tinybird will be responsible for the provision of the Service and the Customer is responsible for the timely delivery of any Data reasonably required by Tinybird to perform the Service.

6.3 Tinybird will use commercially reasonable endeavours to make the Service available with an uptime rate of 99% and in accordance with the SLAs detailed in the Plan or as otherwise agreed.

6.4 Except for the express warranties provided in this Agreement, the Services are provided and made available "as is" and the warranties contained in this agreement are in lieu of all other warranties, representations or conditions, express, implied, statutory or otherwise, including but not limited to, those implied warranties of merchantability and fitness for a particular purpose, all of which are expressly disclaimed. Tinybird does not represent that the Services will be uninterrupted or error free or meet Tinybird's specific requirements.

7. CUSTOMER'S OBLIGATIONS

7.1 You shall provide us with all necessary cooperation in relation to this Agreement and access to such information as may be reasonably required by us.

7.2 You will:

1. comply with all applicable governing laws and regulations with respect to your activities under this Agreement;
2. carry out all your responsibilities and obligations in a timely and efficient manner. In the event of any delays in the provision of such assistance or performance of any obligations agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
3. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and you shall be responsible for any Authorised User's actions and omissions in connection with their use of the Service;
4. obtain and shall maintain all necessary licences, consents, and permissions necessary for us or our contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
5. ensure that your network and systems, including the internet browser used by each Authorised User, comply with the relevant specifications provided by us from time to time; and
6. be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres in order to access and use the Service.

8. CUSTOMER DATA

8.1 We do not claim ownership in your Customer Data. You retain all right, title and interest in and to the Customer Data although you grant us a licence to use the Customer Data solely for the purpose of providing the Service. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

8.2 The parties agree to the terms of the DPA at <https://www.tinybird.co/dpa>.

8.3 Each party shall comply with its relevant obligations under all applicable data protection legislation.

9. PROPRIETARY RIGHTS

9.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service.

9.2 We may use your name, logo and related trade marks in any of our publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that you use the Service and you grant us such rights as our necessary to use your name, logo and related trade marks for this purpose.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

1. is or becomes publicly known other than through any act or omission of the receiving party;
2. was in the other party's lawful possession before the disclosure;
3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available for use for any purpose other than as needed to perform this Agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms and conditions.

10.4 This Clause 10 shall survive termination of this Agreement, however arising.

11. INDEMNIFICATION

11.1 Tinybird will defend and indemnify Customer against all damages and losses awarded against Customer or agreed by Tinybird in final settlement (including reasonable legal fees) arising from a claim that the Service used within the scope of this Agreement infringes any third party intellectual property rights provided that (a) Customer notifies Tinybird in writing within thirty (30) calendar days of the claim, (b) Tinybird has sole control of the defence and all related settlement negotiations, and (c) Customer provides Tinybird with the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Tinybird.

11.2 If Customer's normal use or access to the Service is held or believed by Tinybird to infringe as detailed in 11.1 above, then Tinybird may at its expense:

1. procure the right to continue using the Service;
2. modify or replace the infringing material so as to avoid the infringement, provided that the new performance and functionality is at least equivalent to the original Service; or
3. if such remedies are not reasonably available, refund to Customer any unused Fees paid upfront whereupon this Agreement shall terminate.

11.3 This indemnity will not apply to infringement arising out of the use of the Service or any part thereof in combination with any equipment and/or computer programs not approved by Tinybird for use with the Service if such infringement would have been avoided by the use of the Services without such equipment and/or programs. The foregoing states the entire liability of Tinybird with respect to infringement or alleged infringement of any third party rights of any kind whatsoever.

11.4 Tinybird has no control over the use of the Service by the Customer. In order to protect Tinybird and our ability to continue to provide the Service, we require the following indemnity. You shall indemnify and defend Tinybird and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable attorneys' fees) arising out of a claim brought by a third party relating to your use of the Service. Tinybird shall provide Customer prompt notice in writing of any such claim or action. Customer shall have sole control of the defence and all related settlement negotiations and Tinybird shall provide the assistance, information and authority necessary to perform the above. Reasonable, documented, out-of-pocket expenses incurred by Tinybird in providing such assistance will be reimbursed by Customer. Tinybird shall be entitled to participate in the defence with its own counsel and at its own expense.

12. LIMITATION OF LIABILITY

12.1 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY IN RESPECT OF DEATH, PERSONAL INJURY, OR DAMAGE TO TANGIBLE PROPERTY ARISING FROM ITS NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2 SUBJECT TO THE EXCLUSIONS IN CLAUSE 12.1 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES, CHARGES OR EXPENSES OF ANY KIND WHATSOEVER, HOWEVER ARISING UNDER THE AGREEMENT.

12.3 To the extent that Tinybird is liable under this Agreement, Tinybird's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid in the twelve (12) month period immediately preceding the date on which the liability arose.

12.4 The limitations set forth in Clause 12.3 shall not apply to matters subject to indemnification under this Agreement or infringement or misappropriation of Intellectual Property Rights.

13. TERMINATION

13.1 We may terminate this Agreement by notice to you with immediate effect, or such notice as we may elect to give you, if you:

1. fail to pay any sum due to us and such sum remains outstanding for a further fourteen (14) calendar days following notice requiring such sum to be paid we may terminate this Agreement immediately by notice and without liability to you.
2. fail to use your account for a period of twelve (12) months;

If you are accessing the Service using a Free Trial Plan, we may terminate this Agreement with immediate effect, without notice to you.

13.2 Either party may terminate this Agreement at any time on written notice to the other if the other:

1. is in material breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 calendar days after receiving written notice requiring it to remedy that breach; or
2. becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

13.3 On termination of this Agreement for any reason all licences granted under this Agreement shall immediately terminate and your right to access and use the Service will end. The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

14. GENERAL

14.1 FORCE MAJEURE. No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: non-availability or failure of any third party service, act of God, governmental act, war, fire, flood, explosion, communications or failure of the Internet or civil commotion.

14.2 WAIVER. No waiver of any rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

14.3 SEVERABILITY. If any provision of this Agreement is judged to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14.4 ASSIGNMENT. Either party may assign this Agreement in whole or in part with prior written notification to the non-assigning party. This Agreement will be binding upon the parties hereto and any authorised assigns.

14.5 NO PARTNERSHIP OR AGENCY. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.6 THIRD PARTY RIGHTS. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

14.7 NOTICE. Any notice required to be given pursuant to this Agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first-class mail or fax, or signed and scanned and sent by email. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered seventy two (72) hours after posting and correctly directed emails shall be deemed to have been received instantaneously on transmission, provided that they are sent to the correct email address.

14.8 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with laws of the State of New York and each party hereby submits to the exclusive jurisdiction of the state or federal courts located in New York. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this Agreement.

ENTERPRISE SERVICE LEVEL AGREEMENT - ENTERPRISE PLAN ONLY

SERVICE LEVELS

1. Availability

1.1 Tinybird shall provide at least a 99.9% per calendar month uptime availability (Uptime Service Level). Availability shall be measured 24/7/365.

Customer-caused outages or disruptions or outages or disruptions attributable in whole or in part to force majeure events shall not be included in any measurement of Uptime Service Level. Scheduled Maintenance Events (in respect of which proper notice has been given to the Customer) and Emergency Maintenance Events shall not be included in any measurement of Uptime Service Level.

1.2 Outages as a result of the Customer breaching its obligations under this Agreement or significantly contributed to by Customer elements outside of Tinybird's control (such as Customer equipment, connectivity etc) shall not be included in any measurement of Uptime Service Level.

1.3 All measurements are performed at one (1) minute intervals. Availability measurements shall be carried out by Tinybird using automated monitoring tools. The Service shall be "unavailable" as notified by the monitoring tool or if a user is unable to access the Service or request data from the Service API endpoints at any time during the Term of the Agreement.

1.4 Service shall be "unavailable" if all users are unable to ingest new data into the Service. However, if the Service becomes unavailable without affecting the Customers capacity to access or query the Service, it will only count towards the SLA after 3 consecutive hours of unavailability.

1.5 Monthly average percentage uptime availability is calculated at the end of each calendar month, as the total actual uptime minutes divided by total possible uptime minutes in the month minus the exclusions defined above.

2. Support

2.1 Hours of Email Support ("Email Support Hours") are 10am to 7pm CET on a Business Day.

2.2 During Email Support Hours, the Customer shall be able to request Support Services, by emailing support@tinybird.co. If other means of communication are agreed between the parties, support hours will match Email Support Hours.

2.3 Outside Email Support Hours, unless agreed with the customer specifically, are not included. The Customer shall be able to request Support Services for Critical or High Severity incidents only, by telephone call to: +34 910 470 146.

Critical incidents shall mean those where Tinybird Analytics is "down" or inaccessible and/or malfunctioning in such a way that significantly affects the business of the Customer.

High Severity incidents shall mean those where Tinybird Analytics is partially unresponsive or malfunctioning in a way that prevents Customer from using some of Tinybird's features.

2.4 Tinybird shall work with the Customer in order to investigate and resolve issues in the end to end service operation or for which the root cause and ownership may be unknown. The Customer shall facilitate coordination between Tinybird and third-parties with which Tinybird has no commercial or operational relationship.

2.5 Tinybird shall endeavour to meet the following support service levels:

	Severity Level	Acknowledgement SLA	Resolution / Workaround SLA
P1	Critical - Tinybird Analytics is "down" or inaccessible and/or malfunctioning in such a way that significantly affect the business of the Customer	Under 20 minutes	Under 2 hours
P2	High Severity - Tinybird Analytics is partially unresponsive/malfunctioning in a way that prevents Customer from using some of Tinybird's features	20 minutes	Under 4 hours
P3	Medium Severity - Tinybird Analytics is unresponsive/malfunctioning in a non-blocking way for the customer	Under 60 minutes	Under 2 business days
P4	Low Severity - Customer reports a bug/cosmetic issue in Tinybird Analytics that does not impede their work	Under 4 hours	-

3. Maintenance

3.1 In order to carry out essential maintenance work, Tinybird shall be entitled to schedule planned outages (Scheduled Maintenance Events), giving the Customer notice two (2) days in advance. Tinybird will endeavour to plan Scheduled Maintenance Events at times minimising disruption to the Customer.

3.2 On occasions when the core security or stability of the Service is at risk (e.g., if a critical security vulnerability has been discovered in a third-party library used by the Service, and publicised), Tinybird shall be entitled to schedule planned outages (Emergency Maintenance Events), giving the Customer notice less than two (2) days in advance. Tinybird will endeavour to plan Emergency Maintenance Events at times minimising disruption to the Customer.

3.3 Unless agreed with the Customer, the total duration of Scheduled and Emergency Maintenance Events during Email Support Hours will be capped to four (4) hours in any calendar month

4. Change Management

4.1 For major releases with a significant impact on users of the Services (e.g., new screens, major redesign of existing user interfaces...), Tinybird shall provide two (2) weeks in advance release notes describing new enhancements and features. Tinybird will also make available to the Customer additional on-site training and user assistance. Tinybird may charge the Customer for additional on-site training and user assistance, costs being agreed in good faith by Tinybird and the Customer.

4.2 For minor releases with a low impact on users of the Service (e.g., minor changes to existing screens...), Tinybird shall provide periodic updates every two (2) to four (4) weeks, not necessarily in advance of releases, outlining new enhancements and features.

5. Back-up

5.1 Database content shall be backed up to file once a day.

5.2 Back-up files shall be retained for a period of one (1) week.

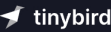
5.3 Tinybird shall perform a yearly test restore from back-up at no additional cost.

6. Disaster Recovery

6.1 Tinybird shall put in place a Disaster Recovery (DR) solution which is to at least the standard of good industry practice to ensure continuity of service in the event of a catastrophic failure impacting Tinybird's infrastructure.

6.2 The Disaster Recovery solution shall allow for resuming the Services within twenty-four (24) hours of initiation.

6.3 The Disaster Recovery solution shall be made available to the Customer as and when needed, at no additional cost.



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USA

Company

Product
Pricing
Why Tinybird
About us
Careers

Resources

API Reference
Live Sessions
Starter Kits
Blog
Guides

Integrations

Amazon S3
Kafka data streams
Google Cloud Storage
Google BigQuery
Snowflake

Use cases

In-Product Analytics
Operational Intelligence
Realtime Personalization
Anomaly Detection & Alerts
Usage Based Pricing

