

Tyk's Global Terms and Conditions

Thank you for choosing Tyk!

These terms and conditions, together with any 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 an Order Form that references these terms and conditions, or (3) using Tyk's Services. If you are acting on behalf of an entity, then you represent that you have authority to enter into this Agreement on behalf of that entity.

These terms and conditions were last updated in July 2026.

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 3.

2. PROVISION OF SERVICES AND SUBSCRIPTION

- 2.1 Subject to, and in accordance with, the terms and conditions of this Agreement (including, the applicable Order Form), for Term, Tyk hereby grants to Customer a non-exclusive, non-transferable, worldwide, limited-term right and license:
 - (a) if Customer has purchased a subscription to the Cloud Services, to access and use the Cloud Services and, if applicable, to install and use the applicable Software in Customer's Environment, and
 - (b) if Customer has purchased a license to the Software without Cloud Services, to install and use the Software in Customer's Environment,in each case, unless otherwise explicitly specified, all limits and entitlements are presented on a monthly basis, do not accumulate, and expire if unused at the end of the relevant period. For Self-Managed Services, Tyk will provide Customer with a license key ("**License Key**") to unlock the Software for the Term.
- 2.2 If Customer registers on Tyk's website for a free trial or Tyk otherwise provides access to Customer to the Software and/or Services for a free proof of concept, evaluation or other trial, then subject to the terms of this Agreement, Tyk will make the applicable Software and/or Services available to Customer on a free trial basis until the earlier of (a) the end of the applicable free trial period, or (b) the start date of any subscription ordered by Customer for such Services, or (c) termination by Tyk in its sole discretion. Additional trial terms and conditions may become applicable from time to time, and are incorporated into this Agreement by reference.
- 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, at any time.
- 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 effective 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 and agrees that from time to time Tyk may update the Services (Tyk Updates), and 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.
- 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 an Order Form (for Services acquired via 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 without Tyk consent. Service Credits cannot be transferred or applied to any other account.
- 3.6 There is no Service Availability Commitment for Self-Managed Services.
- 3.7 Tyk will provide support and troubleshooting services in respect of the Services ("**Support Services**") as specified in an Order Form and (as applicable) further detailed in Schedule 1. Tyk will not be under an obligation to provide Support Services outside of an Order Form, for any Free Services or during any free trial period.
- 3.8 If applicable, Tyk will provide Customer with dedicated Tyk consultants to guide and support Customer, also known as professional services ("**Professional Services**") as specified in an Order Form and as further detailed in Schedule 2. Tyk will not be under an obligation to provide Professional Services outside of an applicable Order Form.

4. **SCOPE OF USE**

- 4.1 In respect of all Services, Customer will (and will ensure that its Authorised Users will):
- (a) use of the Software will be restricted to use of the Software in object code form;
 - (b) comply with this Agreement and (as available on Tyk's website) any privacy policy and applicable Tyk documentation, each as updated from time to time;
 - (c) comply with all applicable laws and regulation with respect to its activities under this Agreement;
 - (d) ensure that the Software and Services are not deployed in excess of agreed usage limits;
 - (e) maintain the Software at Tyk's latest feature branch, latest major release level (LTS) or last major release level LTS-1;
 - (f) keep a complete and accurate record of its use of the Services, and produce such record to Tyk on request;
 - (g) ensure the security and confidentiality of all log-on identifiers, including usernames and passwords, used to access or use the Services ("**ID**"), and License Keys, as applicable. Customer acknowledges and agrees that Customer will be solely responsible for all activities that occur under such ID and/or License Keys;
 - (h) immediately notify Tyk as soon as it becomes aware of any unauthorised use of the Services by any person;

- (i) 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 (at Tyk's standard rates) had it authorized any such unauthorised use on the date when such use commenced to the date of payment;
- (j) not to copy, translate, modify, adapt or create derivative works from the Software or Services, save, in respect of Self-Managed Services only, Customisations, which are permitted;
- (k) 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;
- (l) 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;
- (m) not introduce any software virus or other malware that may infect or cause damage to the Software or Services;
- (n) 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;
- (o) not to resell the Software or Services to third parties or allow or permit a third party to do so;
- (p) 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;
- (q) 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 4.1(q); or
 - (ix) in breach of any applicable law or regulation, including without limitation, use of the Software or Services in a way that is prohibited pursuant to Art. 5 of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024, as amended ("EU AI Act"), and/or any applicable equivalent legislation or use the Software or Services for "high risk" or "prohibited" practices under the EU AI Act, and, in each case, will not permit any Authorised User or other third party to do any of the foregoing. For the avoidance of doubt, all restrictions specified in this Agreement with respect to the Software and/or Services apply to all components.

4.2 **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 an Order Form, execute a further 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. IF CUSTOMER REACHES ITS TIER LIMIT/S, CUSTOMER ACCOUNT MAY BE SUSPENDED BY TYK FROM SENDING ANY MORE TRAFFIC (WITHOUT PRIOR NOTICE TO CUSTOMER) AND TYK SHALL INCUR NO LIABILITY FOR THE SUSPENSION; 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. IF CUSTOMER REACHES ITS TIER LIMIT/S, AND HAS NOT TURNED ON THE OVERAGES FEATURE, CUSTOMER ACCOUNT WILL BE SUSPENDED FROM SENDING ANY MORE TRAFFIC AND TYK SHALL INCUR NO LIABILITY FOR THE SAME.

(b) **Self-Managed Services -**

- (i) The Self-Managed 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).

4.3 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.

4.4 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 an Order Form, Fees will be paid within 30 days of invoicing, unless otherwise specified in that Order Form; or
- (b) if there is no 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 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.

5.4 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.

5.5 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 **“Confidential Information”** means any non-public data, information and other materials regarding the products, software, services, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by or made available by one party and/or its Affiliates (**“Disclosing Party”**), either directly or indirectly through third parties, to the other party and/or its Affiliates (**“Receiving Party”**) where the information is marked or otherwise communicated as being “proprietary” or “confidential” or the like, or where the information should, by its nature, be reasonably considered to be confidential and/or proprietary. The parties agree that, without limiting the foregoing, (i) the Software and Services (and any non-public information regarding features, functionality, performance, benchmark results, and technical information relating thereto) and Tyk's non-public pricing information will be deemed the Confidential Information of Tyk, and (ii) the terms and conditions of this Agreement (but not its existence) will be deemed the Confidential Information of both parties. Notwithstanding the foregoing, Confidential Information will not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorisation of the Disclosing Party; or (iv) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information.
- 6.2 Except as expressly authorized in this Agreement, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform under this Agreement or exercise rights granted to it under this Agreement; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care; and (iii) disclose the Disclosing Party's Confidential Information only to its Affiliates, and those employees, service providers, agents and contractors of the Receiving Party and those of its Affiliates who have a need to know the Confidential Information for the purposes of this Agreement, provided that any such employee, service provider, agent or contractor must be subject to obligations of non-use and confidentiality with respect to the Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party will remain liable for any non-compliance of such Affiliates, and its or their employees, service providers, agents or contractors with the terms of this Agreement.
- 6.3 Either party may disclose Confidential Information of the other party if it is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of the required disclosure (to the extent permitted by law) and reasonably cooperates with the Disclosing Party in limiting the disclosure and ensuring confidential handling of the Confidential Information.
- 6.4 Tyk is permitted 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.

- 8.4 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 an 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. 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. Customer acknowledges that any Open-Source Software provided by Tyk is provided "as is" and expressly subject to the disclaimer in clause 10.4.
- 10.4 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 OTHERWISE 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 an Order Form only, and unless otherwise provided in that 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 (and all Order Forms), at any time, by giving the other written notice if:

- (a) the other materially breaches any term of this Agreement (including, without limitation, a failure to pay properly invoiced and undisputed Fees) and fails to remedy the breach within 30 days of being requested in writing to do so; or
- (b) effective immediately, the other becomes insolvent, or terminates its business operations without a successor, or seeks protection under bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and is not dismissed within 28 days; or
- (c) 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 clause 13.2, 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. 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 Except as expressly provided in this Agreement, all agreed variations to this Agreement must be set out in writing and signed on behalf of both parties before they take effect.
- 16.2 In the event of any conflict between this Agreement and (i) any Tyk product-specific terms that have been incorporated into this Agreement by reference, the Tyk product-specific terms will prevail, and (ii) any Order Form, the terms of the applicable Order Form will prevail.
- 16.3 A Customer Affiliate and Tyk may elect to mutually execute an Order Form subject to these terms and conditions if these terms and conditions are explicitly referenced in that Order Form. If so, the applicable Affiliate will be deemed to be a "Customer" under these terms and conditions, and any references to "Customer" will be deemed to refer to the Affiliate for the purposes of that applicable Order Form, and the Affiliate will be bound by these terms and conditions. In no event shall Customer or its Affiliates be entitled to merge environments or otherwise take any action, which has the intention of, or has the effect of, reducing or eliminating any fees that may otherwise be (or have been) payable or claimable by Tyk.

- 16.4 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, in each case, 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 A person who is not a party to this Agreement will not have any rights under or in connection with it.
- 16.9 Unless otherwise provided in an 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 Order Forms), without the other party's consent to its Affiliates if prior notice is provided to the other party.
- 16.10 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.
- 16.11 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.
- 16.12 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 an 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 This Agreement constitutes the entire agreement between the parties with respect to the Software, Services and/or subject matter contained in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties.
- 16.14 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. 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 an 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, Canada, Mexico or a country in Central or South America or the Caribbean and Customer is purchasing Services via an 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 an 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 an 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) **User Support:**
 - (i) a service desk staffed by Tyk personnel who are qualified to support, maintain and support the Software ("**Service Desk**"), and who will be contactable by designated Customer seats by email, at support@tyk.io;
 - (ii) 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
 - (iii) online access to technical support bulletins by way of the Tyk Community.
 - (b) **Application Support:** provision of Patches and Notifications.
2. Tyk will begin providing the Support Services on the Effective Date or, as applicable, on another date detailed in an Order Form.
3. 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. Customer will promptly advise Tyk of any material changes to its infrastructure, configuration, environment and/or architecture that is the subject matter of this Agreement. Customer's failure to comply with this clause will suspend all Service Level commitments of Tyk.
4. Tyk may make non-material changes to the Support Services without notice to the Customer.
5. Tyk shall not be obligated to provide Support Services, at its sole discretion, on the occurrence of any of the following event/s:
 - (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 feature branch or latest major release level, LTS (or, for critical fix incidents only, last major release level, LTS-1) unless otherwise agreed by Tyk in writing; or
 - (c) in respect of any Customer Customisation to the Supported Software and/or Services; and/or involving the development (bespoke or otherwise) of Intellectual Property Rights (software, code or otherwise) for Customer.

SUPPORT REQUESTS AND ERRORS

6. 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.
7. In the event that Customer deems an Error to be an SLA1, SLA2 or SLA3, it will contact Tyk via an applicable Communication Channel. For each Error reported by Customer, Tyk agrees to maintain records of Support Requests and to report to Customer on the status of resolution until the Error is resolved. Tyk will provide Customer's contact with a unique ticket number for each Support Request.
8. Upon receipt of a Support Request, Tyk will acknowledge the Support Request within the Service Level timeframes as listed in Customer's Order Form. .
9. Whilst 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.
10. Customer will make available the appropriate technical personnel to Tyk to enable efficient troubleshooting, triage and resolution of the Error.
11. 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).
12. 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).
13. 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.

ACCESS

14. 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.
15. Tyk will immediately (and, in any event, within 48 hours of becoming aware of the same) 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

16. Tyk's Service Level commitment is as detailed in Customer's Order Form and shall apply for the applicable Term.
17. 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 pro rata 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 - PROFESSIONAL SERVICES

1. **Professional Services** - subject to the terms of this Agreement, Customer may engage Tyk for Professional Services, including, professional guidance, technical assistance, and strategic support. Services may also include:
 - (a) assessment; evaluating Customer's current systems and/or environment to identify areas for optimisation and improvement;
 - (b) configuration assistance; assisting in the set-up and configuration of tools or platforms based on best practices;
 - (c) consultation; providing expert advice on leveraging Tyk products and features effectively; and
 - (d) knowledge transfer; equipping Customer's internal team with the necessary expertise for managing Tyk's services.
2. **Consulting hours** - Professional Services must be purchased via an Order Form and paid in full before a service request related to Professional Services (a "service request") may be made by Customer. Professional Services are purchasable in 5 working day "blocks" (equivalent to 38 hours). "Working day" for these purposes means any day other than a Saturday, Sunday or a day that is recognised as a bank holiday in the country where Customer and/or Tyk is registered. Purchased blocks may be utilised in whole or part within 3 months (for onboarding-related Professional Services) or 12 months (for other Professional Services), in each case, of the applicable order date, but if utilised in part, must be for a minimum of one (1) hour per service request. Any part hours utilised shall be rounded up to the nearest whole hour.
3. **Scheduling & Booking** - Customer must adhere to the following process when making a service request for Professional Services:
 - (a) Customer must submit a service request via a Communication Channel on at least 5 working days prior notice to the preferred start date (Tyk, may, in its discretion, waive this time requirement for urgent service requests). Each service request should contain sufficient information to enable Tyk to determine the scope of work and perform the Professional Services. Customer must also specify a preferred start date (which is not guaranteed and remains subject to availability);
 - (b) subject to (a) above, Tyk will confirm or reject the service request (at its discretion, acting reasonably) and, as applicable, confirm its availability to provide the Professional Services;
 - (c) if confirmed, Customer must confirm the booking within 24 hours of Tyk's confirmation above to ensure that the booking is secured. Any failure to confirm the booking within this time may result in Customer losing its designated booking slot;
 - (d) if Customer needs to amend or cancel a confirmed booking, it must notify Tyk of the same in writing, with the minimum amount of notice as specified below in advance of the applicable scheduled service start date:
 - (i) short term engagements (under 2 working days) - 2 working days notice;
 - (ii) medium term engagements (2 to 5 (inclusive) working days) - 5 working days notice;
 - (iii) longer term engagements (over 5 working days) - 30 days notice.

In each case, if Customer fails to amend or cancel a booking within the required time then Customer will (unless waived by Tyk at its discretion) forfeit the consulting hours that Tyk estimates (acting reasonably) would have otherwise been incurred had the booking not been amended or cancelled.
4. **Consultant Assignment** - Tyk reserves the right to assign Tyk consultants to service requests at its discretion, with consideration on availability, the nature of the engagement and expertise.
5. **Time** - time incurred in connection with Professional Services will be tracked, recorded and finally determined by Tyk (acting reasonably). Any part hours worked will be rounded up to the next whole hour. Upon written request,

Customer will receive a summary report detailing the number of consulting hours utilised by Customer and any available hours for further support.

6. **Expiry** - Professional Services must be utilized in full within 3 months (for onboarding related Professional Services) or 12 months (for other Professional Services), in each case, of the applicable order date. Any unused credit will automatically expire after this time, unless otherwise agreed by Tyk in writing (at its discretion). All purchases are non-refundable.
7. **Additional terms -**
 - 7.1 Tyk agrees that it will perform the Professional Services with reasonable care and skill.
 - 7.2 Customer acknowledges and agrees that:
 - (a) all Professional Services will be performed by Tyk remotely, unless otherwise agreed in writing between the parties;
 - (b) Tyk's consultants specialise in the technology and application of Tyk's software only. Guidance and support provided under this Agreement is limited to this scope, including, complementary or supporting services, products, dependencies and features;
 - (c) it will cooperate with Tyk in all matters relating to the Professional Services and provide, in a timely manner, such information as Tyk may reasonably request in connection with the provision of the Professional Services;
 - (d) it will immediately notify Tyk in writing if it becomes aware of any event or matter that would or may negatively impact completion or performance of the Professional Services. Written notice must include a detailed description of the relevant event or matter; and
 - (e) if the performance of Tyk's obligations are prevented or delayed due to the fault of Customer, Tyk will not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
 - 7.3 Customer agrees that Tyk may use subcontractors to perform all or part of the Professional Services. Tyk will notify Customer of any such subcontractor via email with at least five business days' notice before the commencement of the applicable services. Customer may reasonably object to Tyk's use of the subcontractor by notifying Tyk promptly in writing within five business days after receipt of Tyk's notice. Such notice shall explain the reasonable grounds for the objection. If such an objection is reasonable, parties will work together in good faith to agree a solution.

SCHEDULE 3 - DEFINITIONS

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

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means having more than 50% ownership or the right to direct the management of the entity;

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

Communication Channel: means support@tyk.io and/or any Communication Channel as designated in an Order Form and/or any Communication Channel as designated by Tyk from time to time;

Cloud Services: means any Tyk Cloud products and services that are ordered by Customer pursuant to an 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;

Customer Environment: means a Customer-controlled network on which Customer deploys and operates the Software, if applicable. This network may include Customer's own servers, services of third-party cloud provider services or a combination of on-premises and cloud provider deployment;

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 an 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 an 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;

Order Form: additional terms agreed between the parties in Tyk's standard format entitled "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;

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;

Professional Services: has the meaning ascribed in clause 3.8 of these terms and conditions and, as applicable, as further

described in an Order Form;

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

seat: is an individual nominated by Customer to report Support Requests to Tyk in respect of Support Services. Tyk will support a maximum number of seats for Customer as designated in an Order Form;

Self-Managed Services: means any Tyk self-managed products and services that are ordered by Customer under an 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(s): means the packages and add-ons ordered by Customer under an 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 Customer's support package (as specified in an Order Form), Tyk's response time (as detailed in that Order Form) to a Customer Support Request.

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 a Customer seat via an applicable Communication Channel, reporting 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 an Order Form;

Support Fee(s): means the portion of Fee(s) allocated to Support Services as described or defined in an 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 an 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 16.14;

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.

