

Note: This English text is provided for convenience. The Dutch version is authoritative where translations differ.

Service Level Agreement

This Service Level Agreement (“SLA”) sets our commitments on availability of the TimeChimp platform and what **Support** includes. Articles 1–3 cover availability; Article 4 covers **Support**. Service credits (Article 3) compensate availability shortfalls; for severe or persistent outages you may terminate the **Subscription** without penalty (Article 3.4). All commitments are subject to your **Agreement** and, for availability, the exceptions in Article 2.

Capitalised words have the meaning in our [general terms and conditions](#).

Changes to this SLA are governed by [Article 2.4](#) of our general terms and conditions.

This SLA does not apply to functionality offered as Beta or Preview, including the MCP Server.

1. Availability

1.1 The **Services** are available 99.9% of each **Calendar month** (measured monthly).

1.2 Availability = $((TMM - TMU) / TMM) \times 100\%$, where:

- a. TMM = total minutes in the month ($60 \times 24 \times$ number of days in the month);
- b. TMU = minutes the **Services** were unavailable;
- c. measurement is over 24 hours per day, 7 days per week.

1.3 The **Services** are unavailable when our monitoring receives no response to a request, except as set out in Article 2.

1.4 Our measurement data is decisive for SLA calculations. Your right to review it is set out in Article 3.9.

2. Exceptions

The **Services** do not count as unavailable during:

- a. setup or implementation;
- b. scheduled maintenance (our standard maintenance window);
- c. urgent maintenance with at least 24 hours’ notice;
- d. your requests outside scheduled maintenance;
- e. network issues outside the **Services**;

- f. DDoS attacks;
- g. force majeure;
- h. your configuration, content, or actions (or those of your representatives);
- i. outages caused by incorrect assumptions about your environment (equipment, volume, concurrent sessions).

3. Service credits

- 3.1 If availability in a month falls below 99.9%, you may receive service credits: each credit equals 1/30 of the monthly fee for the affected **Services**. For annual subscriptions paid upfront, we calculate the monthly fee as the annual fee divided by 12.
- 3.2 You receive 1 credit per full hour of downtime beyond the allowed threshold for 99.9% availability in that **Calendar month**. Example: with 3 hours of downtime above the threshold, you receive 3 credits = 3/30 (10%) of the monthly fee, capped at 50% (Article 3.3).
- 3.3 Total credits per month are capped at 50% of the monthly fee for those **Services**. We apply credits on the next month's invoice.
- 3.4 Termination without penalty. In addition to service credits, you may terminate the **Subscription** without the notice period in [Article 8.3](#) of the [general terms and conditions](#) and without penalty, via [Article 8.2](#), if:
- a. availability in a single **Calendar month** falls below 95%; or
 - b. availability remains below 99.9% for three consecutive **Calendar months**.
- 3.5 On termination under Article 3.4, you receive a pro rata refund of prepaid **Costs** for the remaining **Subscription period**.
- 3.6 Service credits are your only financial remedy for availability below the 99.9% commitment. Articles 3.4 and 3.5 set out your additional right to terminate without penalty in severe or persistent outages.
- 3.7 Report a claim within 60 days of the outage; otherwise the right to credits expires. We proactively notify you when an SLA breach occurs and when you are entitled to credits or termination under Article 3.4.
- 3.8 If your payments are overdue during an outage, credits accrue but are issued only after full payment.
- 3.9 You may audit our measurement and SLA data at most once per calendar year, solely to verify the calculation, with 10 days' written notice. Information we share is **Confidential information**.

4. Support

4.1 **Support** is help with using the **Services** (as defined in the [general terms and conditions](#)).

With a paid **Subscription**, **Support** is included ([Article 10](#)).

4.2 We provide **Support**:

- a. by email (support@timechimp.com);
- b. via in-app chat;
- c. by phone. Phone support is available on business days (Monday to Friday) from 9:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:00 p.m. (Netherlands time), excluding official Dutch public holidays.

4.3 We make reasonable efforts to answer questions and advise you. We do not guarantee that answers or advice are complete or error-free.

4.4 **Support** does not include:

- a. (fully) explaining application possibilities of the **Services to Users**;
- b. implementation, configuration, or security of workstations, infrastructure, or templates;
- c. software or services other than TimeChimp's;
- d. configuration or security of third-party mobile devices or infrastructure (**Support** for the official TimeChimp apps for iOS and Android is included).

4.5 We are not liable for damage arising from **Support**, including remote support, answering questions, advice, or taking over your computer or other devices.

(This SLA is effective as of 01-06-2026.)