

Service Level Agreement (SLA) for Data Collection Service by eco-bits

1. Introduction

This Service Level Agreement (SLA) is a policy governing the use of the Data Collection Service (the "Service") provided by eco-bits to its customers. This SLA applies specifically to data collected from tags purchased from eco-bits, transferred via the LoRaWAN Network and The Things Network (TTN), and supplied on a website for customer access.

2. Service Overview

The Service involves collecting data from eco-bits tags, transferring this data via the LoRaWAN and TTN networks, processing and storing this data, and making it accessible to customers through a dedicated website interface.

3. Service Commitments

3.1 Data Accessibility

Customers will have continuous access to their collected data through the Service's website. The website will be accessible 24/7, except during scheduled maintenance and unforeseen outages.

3.2 Data Retention

Data will be retained for a period of one (1) year following the termination of a customer's subscription. After this period, data will be permanently deleted.

3.3 Uptime Commitment

eco-bits commits to maintaining a 95% uptime for the Service, excluding scheduled maintenance.

4. Scheduled Maintenance

4.1 Maintenance Notification

Customers will be notified at least 48 hours in advance of any scheduled maintenance.

4.2 Maintenance Schedule

Maintenance will be conducted during off-peak hours to minimize disruption.

5. Performance Monitoring

eco-bits is committed to providing a reliable and consistent service. To this end, we continuously monitor the performance of the Service to ensure adherence to this SLA.

Monitoring Process:

- The Service's performance, including uptime, is monitored in 5-minute intervals.
- Uptime is defined as the percentage of time the Service is operational and accessible to customers.
- Uptime is calculated monthly based on the following formula:

$$\text{Uptime Percentage} = \left(\frac{\text{Total Minutes in Month} - \text{Downtime Minutes}}{\text{Total Minutes in Month}} \right) \times 100 \%$$

- 'Downtime' refers to periods when the Service is not available, excluding periods of scheduled maintenance.
- Monitoring data collected by an independent third-party service provider will be used as the basis for these calculations.

By tracking in short intervals, we ensure a precise and responsive approach to service performance management.

6.1 Support Availability

Customer support is available within one workday, based on Swiss local time, to address any issues or queries related to the Service. This timeframe is observed during standard Swiss business hours.

6.2 Support Channels

Support can be reached via email, phone, and through a dedicated contact page on the Service's website. All these channels are actively monitored to provide timely and efficient assistance.

7. SLA Violation and Compensation

If eco-bits fails to meet the uptime commitment outlined in this SLA, customers are entitled to the following compensations:

- For uptime below 95% but above 90%, a 10% discount on the next monthly subscription fee will be provided.
- For uptime below 90%, a 20% discount on the next monthly subscription fee will be provided.

To receive compensation, customers must submit a request within 60 days of the identified SLA violation. Requests submitted after this period may not be eligible for compensation.

8. Limitation of Liability

eco-bits shall not be liable for any indirect or consequential damages incurred by the customer or any third party.

9. Modification of Terms

eco-bits reserves the right to modify the terms of this SLA with a 30-day notice.

10. Agreement Term and Termination

This SLA becomes effective upon the customer's payment of the first subscription fee and will remain in effect for the duration of the customer's active subscription to the Service.