Version 21.10

Service Level Agreement

MarVIA

Service Level Agreement

This Service Level Agreement ("SLA") is part of the Software as a Service-agreement between the Customer and Marvia ("Agreement"). Marvia recommends the Customer to review the SLA online periodically.

1. Introduction

This SLA describes the levels of product availability and support that the Customer can expect from Marvia for Agreement's duration.

2. Definitions

The following terms, as used in this SLA, have the meanings specified below. In this SLA, the singular includes the plural and vice versa; the words "month", "quarter", and "year" mean a calendar month, calendar quarter, and calendar year, unless stated otherwise and the word "including" means "including without limitation".

Downtime	The period during which the Product is not available to the Customer, including maintenance outside the Maintenance Hours communicated to affected customers less than 24 hours in advance. However, downtime does not include: • Planned maintenance; • Reduced performance; • Factors beyond Marvia's control, including cases of force majeure; • Internet failures; • Acts or omissions of the Customer and its Users; • Enforcement of government regulations.
Planned Maintenance	Planned outages, whereby the service is entirely or partially discontinued, which Marvia intends to announce at least 5 days in advance, and in any case will announce at least 24 hours in advance, which will not exceed a reasonable period and which, where possible, will take place during Maintenance Hours.
Incident	If the Customer makes a Level A, B, or C report.
Office Hours	Monday to Friday from 8 a.m. to 6 p.m. Not included: Dutch public holidays.
Help Center	Marvia's help portal on the Marvia website (support.getmarvia.com) that publishes information about performing tasks in the Product.
Maintenance Hours	Take place outside Office Hours.
Resolution Time	The time from the Response Time until the Incident is reported as resolved by Marvia.
Response Time	The time that elapses between receiving a notification and the time that Marvia confirms the notification.
SLA Effective Date	The Project Start Date as stated in the Agreement and the date on which this SLA comes into effect.

Ticket	An electronic request sent by the Customer to Marvia (e.g. request for resolution of Incident).
Uptime	As calculated in accordance with this SLA.
Reduced Performance	Lower quality of service as described in this SLA (e.g. temporarily disconnected or temporarily unavailable functionality).

3. Scope of the Service Level Agreement

This SLA applies only to the Product and Professional Services described in the Agreement. This SLA does not apply to software, equipment, services, or other parts of an information technology system that is not purchased or managed by Marvia.

Marvia will correct material issues with the Product, except when:

- The issue has been caused by the Customer's use of the Product in a manner that is contrary to Marvia training, Help Center, or any other instruction issued by Marvia;
- The Customer has made unauthorized changes to the configuration or set-up of the affected Product;
- The Customer has prevented Marvia from performing maintenance on the Product;
- The issue is caused by Third Party Products;
- The issue is caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

4. SLA Effective Date and Term

This SLA is effective from the Project Start Date and will be terminated without further notice and without entitlement to compensation or restitution upon expiration or termination of the Agreement.

5. Responsibilities

Responsibilities Marvia:

- Ensure that the relevant Product and Service are available to Customer in accordance with the Uptime guarantee;
- Respond to support requests within the timescales below;
- Take steps to escalate, diagnose and resolve issues in an appropriate and timely manner, including the allocation of suitably qualified personnel and the gathering of necessary information; and
- Maintain clear and timely communication with the Customer at all times.

Responsibilities Customer:

- Using the Product as referred to under the Agreement;
- Inform Marvia of issues or problems in a timely manner and as thoroughly as possible;
- Collaborate with Marvia in her efforts to escalate, diagnose, and resolve issues through timely and accurate responses to requests for information;
- In the case of a Level A Report, ensure that there are enough skilled Customer employees to work with Marvia; and
- Provide Marvia with access to equipment, software, and services for maintenance, updates, and error prevention.

6. Availability

Marvia guarantees an Uptime van 99,9%, 24 hours a day, 7 days a week. Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

$$\text{Uptime \%} = \frac{\text{Agreed Hours of Service} - \text{Hours of Downtime}}{\text{Agreed Hours of Service}} * 100\%$$

7. Response Time and Resolution Time

In the event of a report, Marvia is deemed to have responded to the first request of the Customer. This may be in the form of an email or phone call to acknowledge receipt of the Customer's request, provide a solution, or request more information.

The Response Time and Resolution Time depend on the priority of the affected items(s) and the severity of the report, as set out in the following schedules:

Type	The severity of the problem	Response Time	Resolution Time
Level A	Very critical. Product is not available for use or a significant portion of the contracted functionalities are not available.	Within 1 hour	24 hours maximum
Level B	Critical. One or more elements of the Product that are critical to the functioning of the Customer no longer respond completely or respond very slowly.	Within 8 hours	48 hours maximum
Level C	Disturbing, not critical. One or more elements of the Product stop responding completely or slowly and a workaround is available.	Within 24 hours	4 workdays maximum

A **Premium SLA** is also available:

Type	The severity of the problem	Response Time	Resolution Time
Level A	Very critical. Product is not available for use or a significant portion of the contracted functionalities are not available.	Within 1 hour	12 hours maximum
Level B	Critical. One or more elements of the Product that are critical to the functioning of the Customer no longer respond completely or respond very slowly.	Within 4 hours	24 hours maximum
Level C	Disturbing, not critical. One or more elements of the Product stop responding completely or slowly and a workaround is available.	Within 24 hours	2 working days maximum

7.1 Exceptions

- Updates to the platform
  Updates will always be performed outside Office Hours. Incidents that occur during these updates do not count as an Incident as included in this SLA.
- Non-culpable incidents
  Incidents at the Customer that are caused through no fault of Marvia do not count as an Incident as included in this SLA but are remedied on a T&M basis.
- Security updates
  Updates performed for security reasons will never be valid as an incident as included in this SLA.

8. Marvia's storage and infrastructure

Marvia's Products are hosted at Amazon Web Services (AWS) facilities in Frankfurt (eu-central-1) called AWS S3. Amazon S3 offers the possibility to store an almost unlimited amount of data with guaranteed data durability of 99.999999999% and 99.99% availability for a given year.

9. Problem management

Marvia Support regularly analyzes all Customer Tickets to identify trends and bottlenecks. Based on these findings, the support department updates the training and knowledge base.

In order to respond to frequently asked questions and help Customers resolve common issues without direct assistance from Support, Marvia maintains the Help Center on the Marvia website (support.getmarvia.com).

10. Service desk and support

For regular support, Marvia is available from Monday to Friday from 08.00 to 18:00 through a ticket system via support@getmarvia.com or +31(0)20 716 2810. An escalation model is available for incidents outside office hours.

11. Security

Data security is essential to Marvia. The security of our Product and Services parallels industry standards and compliance. Our Security Policy is available online.

12. Back-ups

The Marvia team secures backups of all data and code in the following way:

- Marvia makes realtime back-ups of the documents/media (e.g. InDesign, PDF, and image/video files) at three co-locations;
- If the primary storage source fails, an immediate switch is made to one of the backups;
- Marvia makes a backup of the entire database every 24 hours.

13. Release Policy

Marvia works with so-called releases. New features are developed according to the following principle:

- DTAP-protocol: Development, Testing, Staging, Production;
- Development is done locally in a Docker environment that is the same as the development, staging, and production environment. When the code has passed the (automated) test and code reviews on the local environment, it is rolled out to the development environment;
- The tests are repeated in the development environment. If these tests also succeed, the code is rolled out to the staging environment. If applicable, the Customer can view the adjustments and provide feedback at this time;
- If the Customer has feedback, the development process will be restarted. If the Customer no longer has feedback, the code will be released, and the changes will be included in the next release;
- Deployment protocol (four-eyes principle): new code is reviewed by a senior developer before it is inserted into the existing code (the code reviews are performed by pull requests in the repository).

By working with the DTAP protocol, the impact of releases is minimal on performance/Uptime. Releases do not time out the environment, the User can continue working in the application during a release.

14. Software improvements

Marvia will make new versions, releases, and updates of the Product available to the Customer in order to resolve defects and/or errors, to keep the Product up to date with market developments, or otherwise improve (the operation or functionality) of the Product.

New versions, releases, or updates contain at least the level of functionality as set out in this SLA and as in the version or release of the Product previously used by the Customer, and do not otherwise adversely affect the use of the Product by the Customer. Marvia will make reasonable efforts to ensure that the performance of such actions limits the impact on the Customer and User(s).

15. System requirements

System requirement	Description
Internet connection	The User must have a good working internet connection.
Webbrowser	Marvia supports the web browser IE11, Edge, Firefox (2 most recent versions), Google Chrome (2 most recent versions), and Safari (2 most recent versions).
Cache	The web browser's cache settings must be writable (this is standard, but Users can turn this off).
Javascript	Javascript must be enabled (this is standard, but Users can turn this off).

17. Reports regarding the services

On request, Marvia issues a monthly report of Service Level A as well as all Level A, B, and C Incidents reported by the Customer, including response and resolution times.

18. Cyclical evaluation

Marvia works with the cyclical evaluation model listed below.

Level	Customer	Marvia	Subjects	Frequency
Strategic	Brand Manager, Marketing Manager, or similar	CEO/CTO	Direction, roadmap choices	Half-yearly
Tactical	Project Manager	Customer Success Manager	Backlog, monitoring SLA, input roadmap, 3-weekly sprint review, escalation complaints	Biweekly
Operational	Admin	Customer Support	Support questions, training, education, 1st line complaints	Ongoing

Get in touch with us

Offices

Amsterdam, The Netherlands
New York, USA

Phonenumber

+31 (0)20 716 28 10

Email

contact@getmarvia.com