

Version 25.02 - Marvia B.V.

Service Level Agreement



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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 the 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: <ul style="list-style-type: none"> • 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) 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

Marvia Responsibilities:

- 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.

Customer Responsibilities:

- 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 of 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 Customer's first request. 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	Severity	Response Time	Resolution Time
Level A	Very critical. The 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 critical to the Customer's functioning 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 critical to the Customer's functioning 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. The support department updates the training and knowledge base based on these findings.

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 through a ticket system from Monday to Friday, 8.00 to 18:00, at support@getmarvia.com or +31 (0)20 716 2810.

For incidents outside office hours, an escalation model is available.