

Service Level Agreement JustRelate CRM (formerly PisaSales CRM)

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Service Commitment

With the Hosted Service offering for JustRelate CRM, customers have access to a modern operating offering for JustRelate CRM in the cloud. Within this framework, JustRelate is committed to making commercially reasonable efforts to achieve 99.5 % availability per calendar month for the JustRelate CRM service delivery point. The service delivery point is the connection of JustRelate CRM to the internet, so that it is available via the internet. JustRelate CRM is considered available when it is ready for use in accordance with the valid documentation without downtime or significant impairment of functionality.

Service Level Credits

The customer can request a credit of Service Level Credits for JustRelate CRM. A Service Level Credit is a credit calculated according to the requirements and conditions listed below

Availability per Month (in percent)	Service Level Credits (in percent of the price to be paid for the affected service for the month concerned)
Less than 99.95 % but not less than 99 %	2,5 %
Less than 99 % but not less than 98.5 %	5,0 %
Less than 98.5 % but not less than 98 %	7,5 %
Less than 98 %	10,0 %

Credit of Service Level Credits

If the customer notifies JustRelate within a calendar month that JustRelate CRM was less than 99.5 % available in the preceding calendar month (stating the specific periods of unavailability by day and time, as well as the availability in percent) and the customer explicitly claims Service Level Credits for the stated availability, JustRelate will credit the customer the Service Level Credits in the calendar month following the calendar month in which JustRelate completed its review of the unavailability during the stated periods.

Service Level Credits are pure credits. They are not transferable, cannot be paid out, and do not lead to a refund of payments already made.

If Service Level Credits are not claimed in the manner described (e.g., if Service Level Credits are not claimed during the month following the month in which the relevant service was unavailable), the claim for Service Level Credits expires without compensation.

Claims due to non-performance or poor performance become time-barred twelve (12) months after the defect of unavailability has been remedied, unless the defect was fraudulently concealed. The legal and contractual provisions for JustRelate's liability for damages remain unaffected.

Planned Unavailability

JustRelate is entitled to maintain, service, and back up data for JustRelate CRM and/or the infrastructure. Planned unavailability must be agreed upon with the customer in text form. For important reasons, the customer will not unreasonably withhold their consent. Regular maintenance takes place weekly, every Sunday from 02:00 to 04:00 UTC, without prior notice. During this time, JustRelate CRM is scheduled to be unavailable. If and insofar as the customer can use JustRelate CRM during periods of planned unavailability, there is no legal entitlement to this. If there is a reduction or discontinuation of performance when using JustRelate CRM during periods of planned unavailability, the customer has no claim to warranty or damages, in particular.

SLA Exclusion

The Service Commitment does not apply to unavailability, suspension, or termination of JustRelate CRM or other performance disruptions of JustRelate CRM resulting from a suspension described in Section 6.3 of the General Terms and Conditions for JustRelate Cloud Services.

JustRelate CRM Operation

- JustRelate CRM is provided by JustRelate Deutschland GmbH, Berlin.
- JustRelate CRM is operated in multiple data centers ("Availability Zones") of Amazon Web Services to ensure redundancy and availability.
- All IT services operated within the European Economic Area (EEA) are subject to the provisions of the General Data Protection Regulation (GDPR). For customers within the EEA, it is therefore recommended to agree on an additional agreement in accordance with GDPR on order processing by JustRelate. In addition to the existing agreement, JustRelate offers a corresponding contract that the customer can conclude at no additional cost.

JustRelate CRM Agreements

- The use of JustRelate CRM may require a current version of a modern web browser such as Chrome, Firefox, Safari, or Brave.
- Data from a calendar day is backed up by copy. The availability of backed-up data for a calendar day ends seven days after backup by deletion of the backup copy.
- JustRelate services for restoring data accidentally deleted by the customer are charged at EUR 199 per hour.