Service Level Agreement (SLA) for JustRelate Cloud Services

Status: 2026-11-01

1. Material Scope

1.1. This Service Level Agreement (**"SLA"**) forms an integral part of the Terms of Contract, which form an integral part of the Contract entered into between JustRelate and the Client.

1.2. Unless expressly agreed otherwise in the Individual Agreement between the Contractual Partners, this SLA applies to the use of the JustRelate Cloud Services, including the use of all services provided in and via such cloud solution.

1.3. Capitalized terms not otherwise defined in this SLA shall have the meanings given to them in the contractually applicable General Terms of Contract for JustRelate Cloud Services.

2. General Service Level Commitment

If the JustRelate Cloud Services are unavailable or do not meet the agreed service levels, JustRelate shall work to restore use for the Client or to meet the service levels again as soon as possible.

3. Service Level Commitment in Detail

The following service levels apply to the JustRelate Cloud Services; in this SLA, 'month' or 'monthly' always refers to a calendar month:

3.1 Service Level: Availability of the JustRelate Cloud Services

If no separate service level agreement applies, in particular for a specific service, the service levels and service credits listed in the following table shall apply to the JustRelate Cloud Services as JustRelate's service commitment:

Availability of each API endpoint per month (in percent)	Non-cumulative Service Credits (in percent of the price payable for the unavailable service for the month in question)
Less than 99.5% for CRM services respectively 99.95% for all other services, but not less than 99.0%	2.5%
Less than 99.0% but not less than 98.5%	5.0%
Less than 98.5% but not less than 98.0%	7.5%
Less than 98.0%	10.0%

JustRelate shall make commercially reasonable efforts to achieve the agreed monthly availability percentage for the JustRelate Cloud Services. If JustRelate fails to achieve the agreed availability, the Client is entitled to receive the service credits for the JustRelate Cloud Services specified in the table above (**“Service Credits”**).

3.2 Definition of Availability of the JustRelate Cloud Services and of Service Exclusion

The JustRelate Cloud Services are **"available"**, i.e., the **“Availability”** of the API endpoint is given, if the API endpoint is made available and connected to the internet in accordance with the applicable technical documentation made available by JustRelate, as amended by release notes (if any), so that the Client can use it via the internet.

Availability is calculated by deducting the applicable percentage value from the minutes in a month (= 100%) for the minutes during which the cloud was not deployed/connected to the internet (with minutes only being deducted if the service was unavailable for a period of at least 5 minutes); minutes during which the connection was unavailable due to a Service Exclusion are not subtracted.

A **"Service Exclusion"** occurs when a service is unavailable for the following reasons:

Downtime due to

- Maintenance pursuant to Section 6.3 of the Terms of Contract;
- Blocking and Discontinuation of the JustRelate Cloud Services pursuant to Section 7 of the Terms of Contract;
- Occurrence of an incident beyond the control of JustRelate, including (i) all cases of force majeure pursuant to Section 10.5 of the Terms of Contract, (ii) interventions and attacks by third parties in the context of internet use and (iii) all incidents related to the internet connection occurring downstream of the API endpoint;
- Breach of Contract by the Client; or
- Failures caused by the IT infrastructure or otherwise within the sphere of responsibility of the Client.

3.3. Service Credits and how to claim them

Service Credits are genuine credits. They are non-transferrable, non-payable and never result in a refund of payments already made. JustRelate shall grant the Service Credits to the Client for the month in question, if

- the Client informs JustRelate in the month following the month affected that the JustRelate Cloud Services were available at a lower rate than the agreed minimum availability during the affected month (stating the specific periods of unavailability by date and time, and the availability as a percentage);

- the Client expressly claims its Service Credits in its notification for the specified unavailability; and
- the check by JustRelate confirms that the cloud was in fact unavailable during the indicated periods and that this results in the Client's right to the claimed Service Credits.

JustRelate shall grant the Service Credits to the Client in the month following the month in which JustRelate has completed its check, but not later than the month notification of the claim.

If Service Credits are not claimed in the manner described above (e.g., if service credits are not claimed in the month following the month in which the relevant service was unavailable), the entitlement to the Service Credits shall expire without compensation.