

Service Level Agreement Scrivito CMS

Last updated 2021-06-15

Service Commitment

JustRelate will use commercially reasonable efforts to make the Scrivito API endpoints available 99,95% per calendar month. The API endpoint is available if it is operating according to its official documentation without downtime, significant delays or significant degradation in its functionality.

Service Level Credits

The customer can claim a credit note of Service Level Credits for the Scrivito API services. A Service Level Credit is a money credit, calculated as given by the prerequisites and conditions the schedule below.

Availability per calendar month (in percent)	Service Level Credits (in percent of the price payable for the service concerned in the respective calendar month)
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 %

Service Level Credit Request and Payment Procedures

If the customer informs JustRelate in the course of a calendar month that the Scrivito API services were available less than 99.95% in the previous calendar month (naming the precise time-periods of non-availability sorted by date and time as well as the percentage of availability) and the customer explicitly claims Service Level Credits for the availability mentioned in his message JustRelate will credit the customer the Service Level Credits in the calendar month following the calendar month in which JustRelate completed to check that the respective service was indeed unavailable in the time-periods mentioned. Service Level Credits are credit notes only. They cannot be transferred or cashed in, and they do not result in any case in a reimbursement of previously made payments. If Service Level Credits are not claimed as described (e.g. if Service Level Credits are not claimed within the calendar month following the calendar month during which the respective service was unavailable), the entitlement is forfeited without substitution.

Claims due to non-performance or low performance become time-barred after twelve (12) calendar months, unless the respective defect was fraudulently concealed. The legal and contractual regulations regarding JustRelate's liability for damages remain unaffected.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Scrivito API, or any other Scrivito API performance issues that result from a suspension described in Section 6.3 of the General Terms and Conditions of JustRelate Cloud Services.

Scrivito Operations

- Scrivito is provided by JustRelate Deutschland GmbH, Berlin, Germany.
- Any changes of the service will be published at <https://www.scrivito.com/release-notes>.
- Scrivito is operated in multiple data centres ("Availability Zones") of Amazon Web Services in order to provide redundancy and availability.
- All services operated within the European Union (EU) are subject to the provisions of the General Data Protection Regulation (GDPR). For customers within the EU it is recommended to sign an additional agreement on order data processing.
- When using the Amazon Web Services (AWS) CloudFront Content Distribution Network and the Netlify CDN, JavaScript application code, binary assets like images or videos managed within Scrivito are distributed to edge locations of the CDNs worldwide.
- The customer is responsible for installation and deployment of the Scrivito SDK and any necessary updates. We strongly recommend to always use the latest version of the SDK.
- Access to the Scrivito APIs is only allowed through DNS Name (FQDN). IP addresses may change at any time.
- Accessing Scrivito is only allowed by using the officially documented APIs and SDKs as specified in the technical documentation.
- In order to enable the customer to use Scrivito as an API Services, JustRelate provides a technical documentation, data and information in English regarding the use of JustRelate Cloud Services at <https://www.scrivito.com/documentation>.

Scrivito Operations

- Using Scrivito as an editor requires the latest version of a modern web browser like Chrome, Firefox or Safari.
- Scrivito is provided on a policy of fair use with a rate limit according to the customer's usage pattern. Beyond this rate a limitation might apply.
- The maximum amount of data managed or data transferred is subject to a fair use policy. Excessive use may lead to a service level throttling or cancellation of your subscription, with prior notice. The use

of Scrivito for video portals, Peer2Peer services, file-sharing portals, chat systems and streaming servers is prohibited and needs a written permission.

- The retention period of daily backups is seven days.
- Services provided by JustRelate to recover data accidentally deleted by the customer are charged at €199 per hour.