

Version 25.02

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 (the “Agreement”). Marvia recommends that the Customer periodically review the online SLA for updates.

1. Introduction

This SLA outlines the levels of product availability and support the Customer can expect from Marvia during the term of the Agreement.

2. Definitions

The following terms are used in this SLA and have the meanings specified below. Terms in the singular include the plural, and vice versa. References to "month," "quarter," and "year" mean calendar month, calendar quarter, and calendar year, respectively, unless otherwise noted. The term “including” means “including but not limited to.”

Downtime	The period during which the Product is unavailable to the Customer, including maintenance conducted outside of Maintenance Hours with less than 24 hours' notice to affected customers. However, downtime does not include: <ul style="list-style-type: none">• Scheduled maintenance;• Reduced performance;• Factors outside Marvia's control, such as force majeure;• Internet outages;• Actions or omissions by the Customer or its Users;• Compliance with government regulations.
Scheduled Maintenance	Planned downtime during which the service is wholly or partially unavailable. Marvia will provide notice at least 5 days in advance and, at minimum, 24 hours prior. Maintenance will not exceed a reasonable timeframe and, whenever possible, will be conducted during Maintenance Hours.
Incident	An issue classified as Level A, B, or C based on its severity, as reported by the Customer.

Business Hours	Support coverage is provided Monday through Friday from 3:00 AM ET – 8:00 PM ET.
Knowledge Base	Marvia's online support portal (support.getmarvia.com) contains resources for using the Product.
Resolution Time	The time elapsed from the Response Time until Marvia resolves the Incident.
Response Time	The time elapsed between Marvia's receipt of a reported issue and its confirmation of the report to the Customer.
SLA Effective Date	The Project Start Date, as specified in the Agreement, marking the date this SLA takes effect.
Ticket	An electronic request submitted by the Customer to Marvia, such as a request to resolve an Incident.
Uptime	As calculated under this SLA.
Reduced Performance	A temporary decrease in service quality (e.g., temporarily disrupted or unavailable functionality).

3. Scope of the Service Level Agreement

This SLA applies only to the Product and Professional Services described in the Agreement. It does not cover software, hardware, services, or other IT system components not purchased from or managed by Marvia.

Marvia will address material issues with the Product unless:

- The issue arises from Customer misuse of the Product, contrary to Marvia's training, Knowledge Base, or instructions;
- The Customer has made unauthorized changes to the Product's configuration;
- The Customer has prevented Marvia from performing maintenance;
- The issue results from third-party products;
- The issue results from User actions, such as modifying software or mismanaging user permissions.

4. SLA Effective Date and Term

This SLA is effective from the Project Start Date and terminates automatically upon the expiration or termination of the Agreement, without compensation or refund.

5. Responsibilities

Marvia Responsibilities:

- Ensure the availability of the Product and Services as per the Uptime guarantee.
- Respond to support requests within specified timeframes.
- Escalate, diagnose, and resolve issues promptly, allocating sufficient qualified personnel and resources.
- Maintain clear and timely communication with the Customer.

Customer Responsibilities:

- Use the Product as intended under the Agreement.
- Notify Marvia promptly and thoroughly of any incidents or issues.
- Cooperate with Marvia in diagnosing and resolving issues by providing timely and accurate responses.
- Assign qualified Customer personnel to collaborate with Marvia in the event of a Level A Incident.
- Grant Marvia access to necessary systems, software, and equipment for maintenance, updates, and troubleshooting.

6. Availability

Marvia guarantees 99.9% Uptime, 24/7. Uptime is measured monthly and calculated as follows:

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

7. Response and Resolution Times

Marvia will acknowledge Customer issues promptly, via email or phone, confirming receipt and providing a solution or requesting additional information. Response and

Resolution times depend on the severity and priority of the reported issues:

Type	Severity	Response Time	Resolution Time
Level A	Critical: Product unavailable or core functions are unusable	Within 1 hour	Max. 24 hours
Level B	High: Critical elements slow or unresponsive	Within 8 hours	Max. 48 hours
Level C	Moderate: Non-critical issues, workaround available	Within 24 hours	Max. 4 business days

Premium SLA: Faster response and resolution times are available upon agreement.

8. Hosting and Infrastructure

Marvia's Product is hosted on Amazon Web Services (AWS) in Frankfurt (eu-central-1) using AWS S3, which guarantees 99.999999999% data durability and 99.99% availability annually.

9. Problem Management

Marvia Support regularly reviews Customer tickets to identify trends and improve the Knowledge Base, enabling Customers to address frequent issues independently.

10. Support Desk

Regular support is available during all US office hours, Monday–Friday, from 3:00 AM ET – 8:00 PM ET. Customers can submit tickets via email at support@getmarvia.com. For incidents outside of Business Hours, an escalation model is available.