

Service Level Agreement (SLA)

Last Updated: 2026-04-16 Effective Date: 2026-04-16

1. Scope

1.1. This Service Level Agreement ("**SLA**") of Genz IT Solutions GmbH ("**Provider**") applies to the production server infrastructure of the paid Capawesome Platform. It covers the Cloud services as well as the Insiders delivery and licence infrastructure (package registry).

1.2. The following are not covered:

- SDK runtime behaviour on end-user devices (no uptime concept),
- Features expressly designated as Beta,
- Non-production environments (dev, UAT, staging, sandbox).

1.3. For Live Updates, this SLA applies only to the latest major release of the Live Update SDK. Downtime resulting from the use of unsupported major versions is excluded.

1.4. The Trial Period is treated as a paid subscription for the purposes of availability measurement. Service Credits are not granted during the Trial Period (see Section 5.1).

2. Availability Target

2.1. **Standard:** The Provider commits to an availability of **99.5%** per calendar month.

2.2. **Enterprise SLA Add-on:** Customers with an Enterprise SLA Add-on have an Availability Target of **99.9%** per calendar month.

3. Measurement and Calculation

3.1. Availability is calculated per calendar month:

Availability (%) = (Total Minutes - Downtime Minutes) / Total Minutes x 100

3.2. Downtime is a period during which the essential functions of the affected Cloud service are not accessible to the Customer. The exclusions listed in Section 4 shall not count as Downtime.

3.3. The Provider's internal monitoring data shall be authoritative for the availability calculation. The Customer may submit verifiable measurement data from an independent monitoring system as counter-evidence. The Provider shall review such data within a reasonable period.

3.4. The current system status is available at <https://status.capawesome.io>.

4. Exclusions from Downtime

4.1. The following periods shall not be taken into account when calculating Downtime:

- **Scheduled Maintenance:** Maintenance windows announced at least 24 hours in advance. For major maintenance windows, the notice period is at least 48 hours.
- **Security Retraction:** Periods during which libraries, APIs, or endpoints must be withdrawn or blocked for security reasons (e.g. CVE-driven deprecations, abuse mitigation).
- **Force Majeure:** Events in accordance with the force majeure provision in the GTC.
- **Targeted Security Incidents:** Targeted attacks on the Capawesome infrastructure not attributable to the Provider (e.g. DDoS spikes against individual customer resources, zero-day exploits).
- **Customer Fault:** Outages caused by faulty integration, configuration, or use by the Customer.
- **Customer-Side Waiting Time:** Periods during which the Provider is waiting for information, access credentials, credentials, or cooperation requested from the Customer.

- **Outdated SDK Versions:** Outages caused by the use of unsupported major versions of an SDK.
- **Third-Party Outages:** Outages at Apple, Google, or internet service providers, unless attributable to the Provider.
- **Customer-Side Third-Party Integrations:** Outages of integrations configured by the Customer (e.g. GitHub, GitLab, Bitbucket, Slack, Zapier).
- **Abuse and Throttling:** Performance restrictions resulting from abuse or exceeding agreed resource limits.

5. Service Credits

5.1. Service Credits shall be granted exclusively to paying customers. No Service Credits shall be granted during the 14-day Trial Period. The sole remedy for SLA breaches during the Trial Period is early termination without conversion obligation.

5.2. If the monthly availability falls below the respective Availability Target, the Customer shall be entitled to Service Credits in accordance with the following tiers:

Monthly Availability	Service Credit (% of Monthly Fee)
Below Availability Target to >= 99.0%	10%
Below 99.0% to >= 95.0%	25%
Below 95.0%	50%

5.3. Service Credits are capped at **50% of the Monthly Fee** per calendar month. For annual subscriptions, the reference amount shall be the pro-rata share attributable to the affected month.

5.4. Service Credits are the Customer's exclusive remedy for SLA breaches. This shall not apply to:

- statutory liability claims that cannot be limited (intent, gross negligence (Vorsatz und grobe Fahrlässigkeit), breach of material contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (Kardinalpflichten), injury to life, body, or health, liability under the German Product Liability Act (Produkthaftungsgesetz), fraudulent concealment (Arglist), Art. 82 GDPR),
- termination rights expressly granted in this SLA or in the GTC.

6. Claim Process

6.1. Service Credits must be claimed within **30 days** after the end of the affected calendar month.

6.2. The claim shall be submitted to the Provider in text form and must contain the following information:

- Affected Cloud service,
- Time and duration of the unavailability,
- Description of the impact.

6.3. The Provider shall review the claim and notify the Customer of the result within 15 business days. Approved Service Credits shall be offset against the next invoice. For self-serve customers, the Provider shall authorise the Merchant of Record to issue the credit.

7. Termination for Cause

7.1. The Customer shall have a right to terminate for cause if:

- the monthly availability falls below the respective Availability Target in **three consecutive calendar months**, or
- the monthly availability falls **below 95.0%** in any calendar month.

7.2. The termination right shall be exercised in text form within 30 days after the termination ground arises. The Customer shall receive a pro-rata refund for the unused period.

8. Support

8.1. Response times and support channels are governed by the separate Support Policy. This SLA governs exclusively the availability of the infrastructure, not support response behaviour.