Service Agreement

Revision 4.2 - effective March 1, 2024

This agreement sets out the terms under which the service is provided, the commitments made by each party, and the process for changing those commitments. It applies to every account on the standard plan unless a separate written agreement says otherwise.

1. Scope of Service

The service comprises the hosted application, its public interfaces, and the documentation published alongside them. Features released as preview or beta are outside this scope until they are announced as generally available, and may be changed or withdrawn without notice.

Access is granted per named user. Accounts may not be shared between individuals, though a single individual may hold accounts in more than one workspace. Automated clients count against the same quotas as interactive use.

2. Availability

The service targets 99.9% monthly availability, measured as the proportion of successful requests to the public interfaces over a calendar month. Scheduled maintenance is announced at least five business days in advance and is excluded from the measurement.

Availability credits are issued against the following month of service. A month below 99.9% earns a credit of 10% of the monthly fee, and a month below 99.0% earns 25%. Credits are requested through the support channel within thirty days of the affected month.

3. Support and Response Times

Support is available on business days between 09:00 and 18:00 in the account owner region. Issues are triaged into three severities on receipt, and the response target is measured from the moment the issue is acknowledged rather than from the moment it is reported.

Severity one covers a complete loss of service with no workaround and carries a two hour response target. Severity two covers a degraded or partially unavailable service and carries a one business day target. Everything else is severity three, with a three business day target.

4. Data Handling

Customer data is stored in the region selected when the workspace is created and is not moved between regions without written instruction. Backups are retained for thirty days and are held in the same region as the data they cover.

On termination, the workspace is retained in a read only state for thirty days so that data can be exported. After that period the workspace and its backups are deleted, and deletion cannot be reversed once it has begun.

5. Fees and Invoicing

Fees are invoiced monthly in arrears and are payable within thirty days of the invoice date. Usage above the plan allowance is billed at the published overage rate for the period in which it was incurred, and appears as a separate line on the invoice.

Published rates may be revised once per calendar year with sixty days notice. A workspace that is on an annual commitment keeps the rates in force at the start of its term until that term ends.

6. Confidentiality

Each party treats the other confidential information as it treats its own, and in no event with less than reasonable care. Information that is already public, that is independently developed, or that is lawfully received from a third party is outside this obligation.

Where disclosure is compelled by law, the disclosing party gives notice in advance unless it is prohibited from doing so, and limits the disclosure to what is required.

7. Security Incidents

A confirmed incident affecting customer data is reported to the account owner within seventy two hours of confirmation. The report states what is known at the time, what remains under investigation, and what action is required from the account owner, if any.

Follow up reports are issued as the investigation progresses. A final summary is published once the investigation closes, and is retained for the life of the agreement.

8. Changes to This Agreement

Amendments take effect thirty days after they are published, except where a change is required by law or is necessary to address a security risk, in which case it takes effect on publication. Continued use of the service after that date constitutes acceptance of the amended terms.

The revision number at the top of this document identifies the version in force. Superseded revisions remain available on request for as long as the agreement they governed is within its retention period.

9. Governing Law and Disputes

This agreement is governed by the law of the jurisdiction in which the supplying entity is registered, without regard to its conflict of law provisions. The parties submit to the exclusive jurisdiction of the courts of that place for any matter arising out of it.

Before proceedings are commenced, the parties escalate the matter to a senior representative on each side and allow thirty days for a resolution to be reached.