

# Refined's Service Level Agreement

(SLA)





## 1. Introduction

1.1. Refined shall provide the Product in accordance with the applicable service levels and shall provide support as set out in this service level agreement ("SLA").

1.2. This SLA forms an integrated part of the Agreement concluded between the Parties. Words starting with capital letters are defined in the appendix "Definitions" at the end of the Terms.

1.3. This SLA becomes effective when the Agreement has been entered into and continue to be in force for as long as the Customer has an active subscription.

1.4. Refined's total liability for availability and support in relation to the Customer is limited to what is set out in this SLA.

## 2. Support

2.1. If a problem arises, the Customer may submit an enquiry to Refined in accordance with Refined's instructions available at Refined's website. A "Problem" or "Problems" is one or more predicaments relating to the Product that adversely affects the operation of the Customer's business.

2.2. Refined shall provide support for the Product according to this section 2 of the SLA through the support ticket, "Refined Support". Refined Support includes help with Problems during installation and upgrades, help trouble-

shooting problems with the Product and help identifying work-arounds.

2.3. The Customer is entitled to 20 support tickets per month.

2.4. Refined Support is provided in English and available Monday to Friday (except for local national holidays) CET 09:00 – 17:00.

2.5. Refined's intention is to help the Customer as soon as possible and use its best efforts to respond to any support matters notified by the Customer within twenty-four (24) business hours (measured from when the support enquiry is received by Refined Support). Notwithstanding the foregoing, Refined shall respond to support matters regarding the data center version of the Product within sixteen (16) business hours.

2.6. Refined shall have no obligation to provide Refined Support in respect of any issue caused by: (i) the improper use of the Product by the Customer; (ii) any alteration to the Product made without the prior consent of Refined, (iii) the need for training to use the Product, (iv) Third Party Platform or any third party product (for example Confluence Cloud/Server/DC or Jira Cloud/Server/DC); (v) versions or configurations of third party products that are no longer supported by the Product; (vi) custom designs created on top of Product; and (vii) any support during the trial period, evaluations, beta versions or other special terms.



### 3. Availability

3.1. Refined endeavours to ensure that the Product functions in a flawless manner and will use its best efforts to maintain the availability of the Product. However, temporary interruptions and downtime may occur.

3.2. The Customer shall report unavailability to Refined. Refined shall rectify unavailability as soon as possible after becoming aware of such unavailability. Refined's obligation to remedy the unavailability does not apply if the remedy would cause inconvenience and costs to Refined that are unreasonably large in relation to the significance of the unavailability for the Customer.

3.3. In the event the Product is unavailable, the Customer's sole and exclusive remedy shall be a reduction of the monthly fee for using the Product. Such reduction shall be related to the month in which the unavailability occurred and shall be in proportion to the price paid by the Customer. The maximum monthly reduction shall be 50 % of the price the Customer should have paid for the relevant time period. In order to have the right to such price reduction, the Customer shall make its claim for such reduction no later than three (3) months from when the reduced availability occurred.