Service Level Agreement (SLA)

This SLA defines the Service Levels that the Supplier offers to the Client for Cloud Managed Services offerings and for selected Support Service options.

1. Definitions:

Business Hours: means that the Supplier's availability Monday to Friday for 10 hours per day in the following geographies:

- Europe: 8am-6pm CET
- North America: 8am-8pm EST

Excluding the Christmas day and New Year's Day bank holidays.

Cloud Fees: means the fees payable in respect of Cloud Managed Services.

Cloud Managed Services: means the Starter, Business, Business Plus and/or Enterprise Cloud Managed Service offering.

Downtime: means the period of time during which the Cloud Managed Services are out of use and there is no application connectivity.

Incidents: means (i) any unplanned interruption to a service, (ii) any reduction in the quality of a service, or (iii) any failure of a configuration item.

Maintenance Events: means any routine or planned maintenance which may interrupt the Client's use of the Cloud Managed Services.

Monthly Uptime: means the percentage of minutes in a calendar month during which Atlassian application connectivity is available via the Cloud Managed Service offerings.

Recovery Time Objective: the time from the start of Downtime until the resumption of normal Cloud Managed Service operation.

Service levels: means the service level responses and response times in relation to the Cloud Managed Services or the Support.

Severity Levels: the severity levels are described in the following table:

Severity	Summary	Long description	Example
S1	Production Application Down	The application cannot be used or is unreachable by all users.	Complete outage of a server, network or application.
S2	Serious Degradation	One or more main features of the application are not behaving normally or can't be used by a large population of users.	An add-on/app is not working as expected. All users are prevented from creating issues in Jira.
S3	Moderate Impact	One or more features can't be used or do not behave normally for a small population or users or a single user.	A user does not have access to a project or does not have sufficient permission.
S4	Limited Impact	A feature does not fully work as expected but there is a workaround available, users are not prevented from using the products.	Cosmetic issue.

Service Credits: the service credits which apply in respect of any failure to meet agreed Service levels.

Service Requests: means either (i) requests for changes or additional services or facilities (such as additional system access or software upgrade), or (ii) requests for information or advice.

Support Fees: the fees payable in respect of the Support services.

Support Hours: means the hours of either 24/7, 24/5 or 10/5, except for global bank holidays: Christmas Day and New Year's Day.

Support Plan: means the Silver, Gold or Platinum Support Plan available to the Client.

Support Services: means the maintenance and technical support provided by the Supplier as described in Section 3.

Upgrade: means to replace the Cloud Managed Services
with a more recently released, enhanced versions or with one that provides better performance.

24/7: means that the Supplier's availability will be for 24 hours a day and 7 days a week, excluding the Christmas day and New Year's Day bank holidays.

24/5: means that the Supplier's availability will be from Mondays 00:01 AM CET to Fridays 23:59 PM CET, excluding the Christmas day and New Year's Day bank holidays.

2. SLA – Cloud Managed Services

2.1. General

The Supplier shall perform the Cloud Managed Services in accordance with the Service Levels per selected offering.

The Supplier will ensure Monthly Service Uptime as set out in the table below in accordance with the applicable Cloud Managed Service.

Any Maintenance Events which were not requested or caused by the Client, shall be considered downtime for the purpose of measuring service availability. However (i) planned maintenance notified by the Supplier and/or (ii) unscheduled maintenance performed outside normal business hours, provided that the Supplier has given the Client reasonable advance notice, shall not be considered downtime for the purpose of measuring service availability.

As a result, the Supplier also aims to ensure that no single unplanned or unscheduled Downtime exceeds certain durations in any month. The Supplier has therefore set Recovery Time Objectives (RTOs) as set out below.

Cloud Managed Services Offering

	Starter	Business	Business Plus	Enterprise
RTO – Recovery Time Objective (from notification of Issue)	24h	4h	2h	30m
Response Time Objective to Incidents	24/7 for S1 only S1: 24h S2: 24h S3: 24h S4: 24h	24/7 for S1 only 24/5 for other severities S1: 2h S2: 4h S3: 8h S4: 16h	24/7 for S1 only 24/5 for other severities S1: 2h S2: 4h S3: 8h S4: 16h	24/7 for S1 only 24/5 for other severities S1: 1h S2: 2h S3: 6h S4: 16h
Monthly Service Uptime (excluding Upgrades)	N/A	99.5%	99.9%	99.99%
Upgrades	Not included (must be purchased)	1 every 12 months included	1 every 12 months included	1 every 12 months included

2.2. Service Credits

The Supplier offers Service Credits for failure to meet its Monthly Uptime commitment and Recovery Time Objectives as set out below, and subject to Section 4.

2.2.1. Monthly Uptime
The following table sets out (i) the Supplier's Monthly Uptime percentage (depending on which Cloud Managed Service Offering the Client has selected) and (ii) the Service Credits which apply if the Supplier fails to meet the relevant Monthly Uptime percentage:

BUSINESS

Monthly uptime percentage	Service credit
99.5%> Monthly Uptime ≥ 99%	10% of relevant monthly Cloud Fees
99% > Monthly Uptime ≥ 95%	25% of relevant monthly Cloud Fees
Monthly Uptime < 95%	100% of relevant monthly Cloud Fees

BUSINESS PLUS

Monthly uptime percentage	Service credit
99.9%> Monthly Uptime ≥ 99.5%	10% of relevant monthly Cloud Fees
99.5% > Monthly Uptime ≥ 99%	25% of relevant monthly Cloud Fees
Monthly Uptime < 99%	100% of relevant monthly Cloud Fees

ENTERPRISE

Monthly uptime percentage	Service credit
99.99%> Monthly Uptime ≥ 99.9%	10% of relevant monthly Cloud Fees
99.9% > Monthly Uptime ≥ 99.5%	25% of relevant monthly Cloud Fees
Monthly Uptime < 99.5%	100% of relevant monthly Cloud Fees

2.2.2. Recovery Time Objective

The following table sets out (i) the Supplier's monthly RTO (depending on which Cloud Managed Service Offering the Client has selected) and (ii) the Service Credits which apply if the Supplier fails to meet the relevant RTO:

Cloud Managed Service Offering	Monthly recovery time objective	Service credit*
Starter or Business	4 hours	60% of relevant monthly Cloud Fees
Business Plus	2 hours	60% of relevant monthly Cloud Fees
Enterprise	30 minutes	60% of relevant monthly Cloud Fees

* If Service Credits for Monthly RTO apply, they will represent the Client's exclusive right to Service Credits for the applicable month, irrespective of the Supplier's Monthly Uptime performance or any related Service Credits. For the avoidance of doubt, the Supplier's total liability for Service Credits in relation to Cloud Services in any month will not exceed the Cloud Fees for that month.

2.3. Cloud RASCI Matrix

		Client	Valiantys	Cloud provider	Monitoring provider	Atlassian	App vendors
Infrastructure	**Install environment** (Installation of Atlassian applications – Jira, Confluence, … – in Server, Cold Standby or Data Center architectures)	I	R	S	–	S	–
	VPN configuration (Secure connection between the VPC dedicated to the customer and the customer's network via a VPN)	R	R	S	–	–	–
	Patch management on Atlassian application (Deployment of patches related to the applications – Jira, Confluence, … – or the apps/add-ons)	I	R	–	–	S	S
	Atlassian application upgrades (Jira, Confluence, …)	R	A	–	–	S	S

	Client	Valiantys	Cloud provider	Monitoring provider	Atlassian	App vendors
System & applicative performances (Management of the resources – CPU, RAM – of the environments running the Atlassian applications)	A	R	S	S	S	S
System & applicative monitoring (Monitoring health and performances of the System and the applications)	I	R	S	S	–	–
Patch management on System / Middleware (Deployment of patches of Ubuntu OS and/or middleware applications – Apache, PostgreSQL, Postfix, …)	I	R	S	–	–	–
System / Middleware upgrades (Ubuntu OS, Apache, DB, Postfix, …)	I	R	–	–	–	–

	Client	Valiantys	Cloud provider	Monitoring provider	Atlassian	App vendors
Application down (System or Atlassian application unresponsive / unavailable)	I	R	A	–	S	S
Security incident (Events that could impact the Security or the control of your data (CVE release, publications, …)	I	R	S	–	S	S
Outgoing mail issues (Issues impacting outgoing emails from the Atlassian applications – Jira, Confluence, …)	I	R	S	–	S	S
Incoming mail issues (Issues impacting incoming emails to the Atlassian applications – Jira, Confluence, …)	I	R	–	–	S	S
Offering management — **Technical support contacts management** (Management of the declared contacts on	R	A	–	–	–	–

		Client	Valiantys	Cloud provider	Monitoring provider	Atlassian	App vendors
	Valiantys Support portal)	🟥	🟩				
	Cloud offering reporting (Monitoring / Uptime reports)	I	R	–	–	–	–

3. Support SLA

3.1. General

Support offered by the Supplier will vary depending on the type of Support Plan the Client has purchased.

During the Support Plan period the Supplier shall perform the Support Services during the applicable Support Hours in accordance with the Service Levels.

The Supplier shall:

(a) prioritise all Incident and Service Requests based on its reasonable assessment of the Severity Level of the problem reported as per the Support Package the Client has purchased; and
(b) respond to all Incident and Service Requests in accordance with the responses and Response Time Targets set out below.

3.2. Response Time Targets:

Response Time Targets vary between Standard Support and Advanced Support, as selected by the Client:

Standard Support:	Advanced Support:
Incidents • S1: 2h • S2: 4h • S3: 8h • S4: 16h **Service requests** • Urgent: 2h • Non-urgent: 16h **Changes** • Reviewed within 16h	**Incidents** • S1: 1h • S2: 2h • S3: 6h • S4: 16h **Service requests** • Urgent: 2h • Non-urgent: 16h **Changes** • Reviewed within 8h

3.3. Support Hours

As selected by the Client, Support will be provided during the following hours:

Business Hours	24×7
• Europe:8am-6pm CET • North America :8am-8pm EST • Except global bank holidays: Christmas Day, New Year's Day	• Whenever for S1 incident tickets • EU/NA: Monday 0:01am to Friday 23:59pm for all other tickets • Except global bank holidays: Christmas Day, New Year's Day

3.4. Service Credits

Silver Support Packages:

For every three separate instances of the Supplier failing to meet its applicable support requirements (each a 'Support Failure'), the Client shall be entitled to one hour of free support which, once verified in accordance with section 4 below and will be applied to the Client's Standard Support Package.

Gold/Platinum Support Packages:
Clients on Gold/Platinum Support Packages shall be entitled to the following Service Credits:

Monthly performance against SLA	Service Credit
Total number of Support Failures ≤10% of all support issues raised in the relevant month	No credit
Total number of Support Failures >10% but ≤20% of all support issues raised in the relevant month	20% of monthly Support Fees
Total number of Support Failures >20% of all support issues raised in the relevant month	30% of monthly Support Fees

The above monthly performance shall be assessed on the basis of each calendar month and part months will be assessed on a pro rata basis. The above Service Credits may not be applied to any Cloud Fees. The provision of Service Credits are subject to compliance by the Client with Section 4.

3.5. Support RASCI Matrix

		Client	Valiantys	Atlassian	App vendors
Tools administration	**Upgrade apps (formerly add-ons)** (upgrade an app/add-on directly on Jira, Confluence, …)	R	A	–	S
	Customize the configuration items (workflows, notifications, …)	R	A	S	S

	Client	Valiantys	Atlassian	App vendors
(manage configuration items inside Jira, Confluence, …)				
Projects/Spaces/Repositories/ User Directories creation/modification/deletion (manage projects, spaces, repositories, user directories on Jira, Confluence, …)	R	A	S	S
User access management (manage users on Jira, Confluence, …)	R	A	–	–
Functional issues management (global issue and project management)	R	A	S	S
Products & apps' licenses management (license installation of Atlassian's products and add-ons)	R	A	–	–
Install environment (Installation of Jira, Confluence, …)	R	I	–	–
Patch management on Atlassian application and apps/add-ons	R (Silver/Gold)	S (Silver/Gold)	S	S

Infrastructure

	Client	Valiantys	Atlassian	App vendors
(Deployment of patches related to apps/add-ons, Jira, Confluence, …)	A (Platinum)	R (Platinum)		
Patch management OS and middleware (RProxy, database, mail server, …) (Deployment of OS and middleware patches)	R	I	–	–
Upgrade OS and middleware (RProxy, database, mail server, …) (Upgrade of OS and middleware)	R	I	–	–
Upgrade Atlassian's products (Upgrade of Jira, Confluence, …)	R	S	S	S
System & applicative performances (Application's performances)	R	S	S	S
System & applicative monitoring (Monitoring health and performances of the system and application)	R	I	–	–
Application down (Application or system unresponsive/unavailable)	R	S	S	S

		Client	Valiantys	Atlassian	App vendors
	Security incident (Events that could impact you security/control of your data (CVE release, publications, …)	R	S	S	S
	Outgoing mail issues (Issues impacting outgoing emails from your Jira, Confluence, …)	R	S	S	S
	Incoming mail issues (Issues impacting incoming emails to your Jira, Confluence, …)	R	S	S	S
	Manage support contacts (Management of your declared contacts on our support portal)	R	A	–	–
Offering management	**Support offering reporting** (Transmission of a monthly report)	I	R	–	–
	Support offering follow-up meetings (Meeting follow-up scheduled by Valiantys)	I for Platinum only	R for Platinum only	–	–

4. Claiming Service Credits

- To receive a Service Credit, the Client must submit a claim through the following link **https://support.valiantys.com/servicedesk/customer/portal/2** within 30 days of the end of the applicable service month. All claims must include:

1. the dates and times of each claimed Support Failure or other failure to comply with the applicable SLA;
2. details of the affected application or the affected tickets; and
3. Client request logs that document the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

- Service Credits are subject to verification and confirmation by the Supplier. Once confirmed, they will be applied within 30 days as a credit against the next invoice in the applicable Client billing cycle. Failure to submit a Service Credit claim and/or provide all applicable information as required above will disqualify the Client from receiving Service Credits for the relevant month.
- Service Credits are subject to the following conditions:
- in the event that multiple Service Failures overlap, Service Credits will be assessed only with respect to the Service Failures which relate to the root cause of the problem(s), as determined by the Supplier.
- They may only be applied against future fees/hours (as applicable) as determined by the Supplier;
- They are Client-specific and may not be applied or transferred to any other account;
- They are not transferable and cannot be exchanged for cash or other forms of payment; and
- Any outstanding or accrued Service Credits will be forfeited upon cancellation or termination of the Client's account.
  - All Downtime will be measured and determined exclusively at the discretion of the Supplier. The Supplier's decision in respect of Service Credit entitlement will be final and binding.
  - In the event that the Client has defaulted on payment more than twice in the previous twelve months, the Client shall not be entitled to claim any Service Credits.

5. Considerations

- Service requests and Changes estimated to more than 8 hours of work would have to be ordered as professional services.
- Response time is based on the time taken for the Supplier's support team to provide an active response (i.e. not automated) to the notification of an issue.
- The targets relate to responses only, not fixes.
- Issues (whether Incident or Service Request) will be considered notified only when they have been recorded in a support ticket received by the Supplier's support team.
- Each Issue shall include a description of the problem and the start time of the incident.
- The Client shall provide the Supplier with:
  - prompt notice of any Faults; and
  - such output and other data, documents, information, assistance and access, as is reasonably necessary to assist the Supplier to respond to the relevant Issue.

6. SLA Exclusions

The above SLAs do not apply to any unavailability, suspension or termination of the service, or any other service performance issues: (i) that result from a suspension applied because of non-payment; (ii) caused by factors outside of the Supplier's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Supplier; (iii) that result from any actions or inactions of the Client or any third party (other than the Supplier's sub-contractors); (iv) that result from Client equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within the Supplier's direct control); or (v) arising from suspension and/or termination of Client rights in accordance with the Supplier's Terms of Service.