

Atlassian Service Level Agreement

Effective starting: June 5, 2024

1. Service Level Commitment. For Eligible Cloud Products (as listed in the table in Appendix A) Atlassian must provide the following monthly uptime percentage to Customer (the "Service Level Commitment"):

Cloud Plan	Service Level Commitment
Premium	99.9%
Enterprise	99.95%

2. Service Credits.

- 2.1. <u>Eligibility</u>. To be eligible to receive a service credit for Atlassian's failure to meet the Service Level Commitment ("Service Credit"), Customer must submit a ticket at https://support.atlassian.com with all fields fully and accurately completed within fifteen (15) days after the end of the calendar month in which the alleged failure occurred and provide any other reasonably requested information or documentation (for instance, as described here). Atlassian's monitoring and logging infrastructure is the sole source of truth for determining whether Atlassian has met the Service Level Commitment.
- 2.2. <u>Issuance</u>. If Atlassian confirms a failure to meet the Service Level Commitment, Atlassian will apply the Service Credit, which will be calculated as described in Appendix B, against a future payment due from Customer for the affected Cloud Product, provided that Customer's account is fully paid up, without any overdue payments or disputes. No refunds or cash value will be given for unused Service Credits. Service Credits may not be transferred or applied to any other Atlassian account or Product. The aggregate maximum Service Credit applied to an invoice will not exceed 100% of the amount invoiced for the affected Cloud Product in that invoice billing period (which, since Service Credits are applied to future payments, is not the month in which the affected Cloud Product was unavailable).
- 2.3. <u>Reseller Purchases</u>. If Customer purchased the affected Cloud Product through a Reseller, (a) Customer or the Reseller may submit a ticket as described in Section 2.1 above; and (b) any Service Credit will be based on the fees invoiced by Atlassian to the Reseller for Customer's use of the affected Cloud Product under the Reseller's applicable order(s) with Atlassian. Atlassian will issue any associated Service Credits to the Reseller (and not directly to Customer), and the Reseller will be solely responsible for issuing the appropriate amounts to Customer.
- 3. Exclusions. Customer is not entitled to Service Credits if Customer is in breach of the Agreement (as defined below) or has not provisioned the relevant Cloud Product. The Service Level Commitment does not include unavailability to the extent due to: (a) Customer's use of the Cloud Products in a manner not authorized under the Agreement; (b) force majeure events or other factors outside of Atlassian's reasonable control, including internet access or related problems; (c) Customer equipment, software, network connections or other infrastructure; (d) Customer Data or Customer Materials (or similar concepts defined in the Agreement); (e) Third-Party Products; or (f) routine scheduled maintenance or reasonable emergency maintenance as stated in the Atlassian Maintenance Policy. The Service Level Commitment does not apply to (i) sandbox instances or Free or Beta Products (or similar concepts in the Agreement) or (ii) features excluded from the Service Level Commitment in the applicable Documentation.
- 4. Exclusive Remedies. Service Credits are Customer's exclusive remedy and Atlassian's entire liability for Atlassian's failure to meet the Service Level Commitment.
- 5. **Definitions**. All capitalized terms used and not defined in this Service Level Agreement have the meanings given to them in the applicable agreement between Customer and Atlassian for the relevant Cloud Products referencing this Service Level Agreement ("Agreement").

Appendix A – Eligible Cloud Products and Covered Experiences

Eligible Cloud Product	Covered Experience*
Jira	View Issue
(Premium and Enterprise)	Create Issue
	Edit Issue
	View Board
Confluence	View Page
(Premium and Enterprise)	Create Page
	Edit Page
	Add Page Comment
Jira Service Management	View Issue
(Premium and Enterprise)	Edit Issue
	View Queue
	Raise Request from Help Desk
	Receive Alert
Bitbucket	Create Pull Request
(Premium)	Approve Pull Request
	View Pull Request DIFF
	Git Transactions SSH
	Git Transactions HTTPS
	Pipeline Started**

Notes:

Opsgenie and Jira Align Cloud operate under separate Service Level Agreements available $\underline{\text{here}}$.

^{*} Except for Bitbucket GIT transactions and Jira Service Management 'Receive Alert', Covered Experiences include browser-based experiences only (not, e.g., integrations, API calls or mobile versions).

^{**} Bitbucket Cloud-hosted builds only (excludes self-hosted runners)

Appendix B - Service Credits

- Premium Plan Cloud Products -

Monthly Uptime Percentage	Service Credit*		
Less than 99.9% but greater than or equal to 99.0%	10%		
Less than 99.0% but greater than or equal to 95.0%	25%		
Less than 95.0%	50%		
Notes:			
* Percentage of the monthly fees attributed to the affected Eligible Cloud Product			

- Enterprise Plan Cloud Products -

Monthly Uptime Percentage	Service Credit*
Less than 99.95% but greater than or equal to 99.9%	5%
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	50%
Notes	

Notes:

Calculation

The monthly uptime percentage indicated in the above tables is determined by subtracting from 100% the percentage of Downtime Minutes (as defined below) out of the total minutes in the relevant calendar month. This calculation is done independently for each Eligible Cloud Product. All calendar months are measured in the UTC time zone.

Example calculation

- Total minutes in a 30-day calendar month: 43,200
- Downtime Minutes in the same month: 60
- Percentage of Downtime Minutes: 0.138889%
- 100% minus 0.138889% results in a monthly uptime percentage of 99.86%
- Subject to the terms of this Service Level Agreement, in this example, the customer is eligible for Service Credits equivalent
 to 10% of the monthly fees attributable to the affected Eligible Cloud Product for the month in which the failure occurred.

Definitions

- "Covered Experiences" are specified for each Eligible Cloud Product in Appendix A.
- "Downtime Minute" occurs when the Error Rate in a given minute is greater than 5%.
- "Error Rate" means, over a given 1-minute period, the percentage of Customer's requests to Covered Experiences resulting
 in an error out of Customer's total requests to those Covered Experiences. For example, subject to the terms of this Service
 Level Agreement, where Atlassian confirms for a given minute that
 - all Covered Experiences were completely inoperable or unable to receive Customer's requests, the Error Rate for that minute is 100%. It counts as a Downtime Minute for the affected Eligible Cloud Product.
 - 10 of 100 requests by Customer to at least one Covered Experience were unsuccessful, the Error Rate for that minute is 10%. It counts as a Downtime Minute for the affected Eligible Cloud Product.
 - 1 of 100 requests by Customer to at least one Covered Experiences were unsuccessful, the Error Rate for that minute is 1%. It does not count as a Downtime Minute for the affected Eligible Cloud Product.
 - Customer attempted no requests to any of the Covered Experiences over a minute, the Error Rate for that minute is 0%. It does not count as a Downtime Minute for the affected Eligible Cloud Product.

^{*} Percentage of the monthly fees attributed to the affected Eligible Cloud Product