

Terms of Service

Your use of is subject to the terms of the [Cloud Terms of Service](#) (the “**Agreement**”) as well as the terms below (which are also referred to as the-Specific Terms). “**Company**” means the cloud product currently branded as “Company” and made available by, Inc., including hosted alert, notification management, and on-call scheduling services. Any capitalized terms used but not defined below have the meanings in the Agreement.

1. TRIAL PERIOD

We make Opsgenie available to you at no cost for a fourteen (14) day period, commencing from the date of activation on our website (“**Trial Term**”). During the Trial Term, Opsgenie is provided to you as a No-Charge Product, as further described in Section 14 (Evaluations, trials, and betas) of the Agreement. For purposes of these Opsgenie-specific terms, Section 10 (Our return policy) of the Agreement does not apply.

2. INTENDED USE

Opsgenie is not intended for providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency responses, and you shall not use Opsgenie for any such purposes.

3. SERVICE LEVEL AGREEMENT

We provide Opsgenie in accordance with the [Opsgenie Service Level Agreement and System Support Plan](#).

4. REMOVING USERS

If you wish to reduce the number of End Users for the next renewal of your Subscription Term, you may do so by submitting a new Order at least thirty (30) days prior to the start of such renewal. You may also reduce the number of End Users within a current Subscription Term, you will not be entitled to a refund or credit of any fees paid for such End Users during such Subscription Term. Please note: Reducing the number of End Users at any time may cause loss of content, features, or capacity of Opsgenie as currently available to you, and we will not be liable to you in any manner for such loss.

5. RETURN OF YOUR DATA

Upon termination or expiration of the Agreement, you may request in writing within thirty (30) days of such termination or expiration that we make Your Data available to you. Upon receiving such , we shall make Your Data available to you within a reasonable period of time, at your sole cost and expense, in a standard, generally recognized electronic file or format. We have no obligation to maintain Your Data after such thirty (30) day period.

6. OPSGENIE - SPECIFIC POLICIES AND DOCUMENTATION

For purposes of these Opsgenie-specific terms:

1. All references to "Privacy Policy" mean the [Opsgenie Privacy Policy](#).
2. All references to "Documentation" mean the [Opsgenie Resource Library](#).
3. All references to the "Atlassian Data Processing Addendum" mean the [Opsgenie Data Processing Addendum](#).
4. "Support" means the [Opsgenie Service Level Agreement and System Support Plan](#), as applicable to your Opsgenie subscription. The [Enterprise Support and Services Policy](#) does not apply to Opsgenie, at this time.
5. Information about our security practices is described in the [Opsgenie Security Controls](#).
6. The email address in Section 21 (Publicity Rights) of the Agreement is publicity@opsgenie.com.

Last updated: October 1, 2018