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We will use commercially reasonable efforts to make the Services available for your access and use, as contemplated under this Agreement, an average of at least ninety-nine (99%) of the time during each month, excluding any period of Permitted Unavailability. "Permitted Unavailability" includes Planned Outages (as defined below) and any unavailability due to causes beyond our reasonable control, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from your actions or inactions or a failure of your communications link or systems. "Planned Outages" means the period of time during which we conduct standard systems maintenance and any instances requiring emergency maintenance. We will use reasonable efforts to schedule Planned Outages during non-peak hours. In the event we fail to achieve the Availability Requirement, we will use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event we fail to achieve the Availability Requirement in two consecutive months during the term of this Agreement, you may terminate this Agreement on written notice to us without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. The refund will be your sole and exclusive remedy and our sole and exclusive liability for failure to achieve the Availability Requirement.

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Contact Information
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BY POSTAL MAIL
SHAPE A/S
Gorthoergade 8
1123 Copenhagen, Denmark

BY PHONE
+45 71 99 06 38
BY EMAIL
Support@outlay.com

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