

## Elastycloud Premium Magento 2 Hosting

### Service Level Agreement ("SLA")

1. During the Term of the agreement under which ELASTYCLOUD AB ("ELASTYCLOUD") has agreed to provide certain Elastycloud Premium Magento 2 Hosting to Customer (the "**Master Agreement**"), the Covered Service will provide a Monthly Uptime Percentage to Customer of 99.9% (the "**Service Level Objective**" or "**SLO**");
2. If ELASTYCLOUD does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. Monthly Uptime Percentage and Financial Credit are determined on a calendar month basis. This SLA states Customer's sole and exclusive remedy for any failure by ELASTYCLOUD to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Master Agreement. If the Master Agreement authorizes the resale or supply of Services to Merchants, then all references to Customer in this SLA mean Customer (as the contract partner of ELASTYCLOUD), and any Financial Credit(s) will only apply for impacted Customer Subscriptions under the Master Agreement.
3. Definitions

The following additional definitions apply to the SLA:

- "**Covered Service**" means: an active and paid-for Subscription for a Magento 2 environment placed in the Elastycloud Management Panel.
- "**Downtime**" means loss of external connectivity. This Downtime does not include: a) Scheduled Downtime (for instance Maintenance Window); or b) Loss of connectivity or other issues related to the Customer's source code or misconfigurations in the Customer's sphere.
- "**Downtime Period**" means a period of five or more consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.
- "**Financial Credit**" means the following:
 

Monthly Uptime Percentage	Percentage of monthly bill for the respective Covered Service that does not meet SLO and that will be credited to Customer's future monthly bills
99.0% to <99.9%	10%
95.0 to <99.0%	25%
<95.0%	50%
- "**Monthly Uptime Percentage**" means total number of minutes in a month, minus the number of Downtime minutes suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.
- "**Maintenance Window**" means a period of time when ELASTYCLOUD's Services are taken offline for maintenance tasks. This includes upgrading database configurations.

4. Customer Must Request Financial Credit

In order to receive any of the Financial Credits described above, Customer must notify ELASTYCLOUD technical support within 20 days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide ELASTYCLOUD with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Financial Credit. If a dispute arises with respect to this SLA, ELASTYCLOUD will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.

5. Maximum Financial Credit

The maximum aggregate number of Financial Credits issued by ELASTYCLOUD to Customer for all Downtime Periods in a single billing period will not exceed 50% of the amount due from Customer for the Covered Service for the applicable month. Financial Credits will be in the form of a monetary credit applied to future use of the Services and will be applied within 60 days after the Financial Credit was requested. Customer may not collect Financial Credits for the same episode of Downtime under both this SLA and another SLA.

6. SLA Exclusions

The SLA does not apply to any (a) features designated pre-general availability (for instance "alpha" or "beta", unless otherwise set forth in the associated documentation); (b) features excluded from the SLA (in the associated Documentation); or (c) errors: (i) caused by factors outside of ELASTYCLOUD's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system or listed in the Elastycloud Management Panel.

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