

Elastycloud Agreement

This Elastycloud Agreement (the "Agreement") is entered into between Elastycloud AB, with office in SWEDEN and the entity agreeing to these terms ("Customer"). This Agreement is effective as of the date you click to accept these terms (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please do not click to accept these terms to be avoid being abound personally. This Agreement governs Customer's access to and use of, and Elastycloud AB provision of, the Services.

1. Services

- 1.1. **Elastycloud solutions.** Elastycloud provides a solution based mainly on Magento and Google tools, but also other third-party products can be included from time to time.
 - 1.1.1. The solution is for deployment, operation, maintenance and administration an e-commerce solution based on 4 main deliveries:
 - Deployment: One-click deployment of turn-key Magento, M2, solutions.
 - Operation: Auto-scaling and self-healing etc.
 - Maintenance: Automatic updates without downtime.
 - Administration: Dashboard with real time measurements of resource use and tools for resource planning.
 - 1.1.2. This solution effectively realizes the set-up and operation of an e-commerce solution and manages size and traffic elastically. Customers are primarily consultants who, with the help of Elastycloud, build and develop an end user e-commerce solution. Elastycloud is in other words a tool and a part of a solution in the customer's delivery to end users.
- 1.2. **Elastycloud services.** The solution provides a one Click M2 deployment and development environment.
- 1.3. **New Features or Services.** Elastycloud AB may make new applications, features or functionality for the Services available from time to time ("New Applications"), the use of which may be contingent upon Customer's agreement to additional terms. Customer will not be required to use the New Applications to use the Services.
- 1.4. **Modifications**
 - 1.4.1. Changes to Services. Elastycloud AB may make commercially reasonable changes to the Services from time to time. If Elastycloud AB makes a material change to the Services, Elastycloud AB will inform Customer, by either sending an email to the Notification Email Address or alerting Customer through the Admin Console.
 - 1.4.2. Discontinuance of Services. Subject to Section 1.4.3, Elastycloud AB can discontinue any Services or any portion or feature for any reason at any time without liability to Customer.
 - 1.4.3. Deprecation Policy. Elastycloud AB will notify Customer if it intends to make a Significant Deprecation. Elastycloud AB will use commercially reasonable efforts to continue to provide the Services without a Significant Deprecation for at least one year

after that notification, unless (as Elastycloud AB determines in its reasonably good faith judgment): (i) otherwise required by law or by contract (including if there is a change in applicable law or contract), or (ii) doing so could create a security risk or a substantial economic or technical burden. This policy is the “Deprecation Policy.”

1.4.4. **Additional Products.** Elastycloud AB may make Additional Products available to Customer and its End Users in accordance with the applicable product-specific Additional Product Terms. Additional Products are not subject to or governed by this Agreement. Customer can enable or disable Additional Products. Unless otherwise specifically stated.

1.5. **Grant of solutions.** Elastycloud AB hereby grants the customer a non-transferable and non-exclusive solution to use Elastycloud.

2. Service level Agreement, SLA

2.1. **Service level Agreement (SLA).** Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.90% (the “Service Level Objective” or “SLO”). If Elastycloud AB 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. This SLA states Customer’s sole and exclusive remedy for any failure by Elastycloud AB to meet the SLO.

2.2. Financial Credit

<u>Monthly Uptime Percentage</u>	<u>Credit</u>
99.00% - < 99,90%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

Percentage of monthly bill for the respective Covered Service in the Region affected which did not meet SLO that will be credited to future monthly bills of Customer.

2.3. **Customer Must Request Financial Credit.** In order to receive any of the Financial Credits described above, Customer must notify Elastycloud AB within thirty days from the time Customer becomes eligible to receive a Financial Credit. Customer must also provide Elastycloud AB 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 AB will decide the financial credit in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Elastycloud AB will make available for auditing by Customer at Customer’s request.

2.4. **Maximum Financial Credit.** The aggregate maximum number of Financial Credits to be issued by Elastycloud AB to Customer for any and all Downtime Periods that occur in a single billing month will not exceed 50% of the amount due by Customer for the Covered Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within 60 days after the Financial Credit was requested.

2.5. **SLA Exclusions.** The SLA does not apply to any: (a) features designated 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 AB 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 and/or listed in the Admin Console.

3. Supplier Obligations

- 3.1. **Develop.** The obligation to continuously develop and maintain Elastycloud.
- 3.2. **Support.** Support will be at latest version and 60 days after new version is ready to download.
- 3.3. **Upgrade.** Fix notified product errors. Elastycloud AB reserves the right to determine when and how a product defect is corrected and when and how a measure is to be performed. This because of the fact that Elastycloud AB has the overview required to assess the consequences of a correction / change / action.
 - 3.3.1. Important and critical upgrade. Correct product failure that seriously affects the functionality of the solution.
 - 3.3.2. Standard upgrade. Correct errors that do not seriously affect the use of the solution. However, no earlier than next version.

4. Customer Obligations

- 4.1. **Your Accounts.** Except to the extent caused by our breach of this Agreement, (a) is the customer responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.
- 4.2. **Your Content.** You will ensure that Your Content and your and End Users use of Your Content or the Service Offerings will not violate any of the Policies, Guidelines or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.
- 4.3. **Security and Backup.** You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service. You are responsible for End Users' use of Your Content and the Service. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.
- 4.4. **Relations.** The customer owns the relationship with the end user. Elastycloud AB has no right or obligation to have a relationship or responsibility for the customer's delivery, your content, to the end user.

- 4.5. **Compliance.** Customer must ensure that all use of the Services by Customer and its End Users complies with this Agreement including the “Acceptable Use Policy”.
- 4.6. **Customer Administration of the Services.** Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer end user Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Elastycld AB responsibilities do not extend to the internal management or administration of the Services.
- 4.7. **Administrator Access.** Administrators will have the ability to access all of Customer’s End User Accounts, including the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.
- 4.8. **End User Consent.** Customer will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in this Agreement; and (ii) Elastycld AB provision of the Services to Administrators and End Users.
- 4.9. **Latest version.** The customer is responsible for update the end user environment with the latest version of Elastycld. Refer to Section 6.
 - 4.9.1. Standard upgrade. No requirement from Elastycld AB when upgrading is required.
 - 4.9.2. Important upgrade. Elastycld AB require upgrade within 30 days.
 - 4.9.3. Critical upgrade. Elastycld AB require upgrade within 10 days.
- 4.10. **Magento licenses.** If applicable, the customer is responsible that the end user signs a licenses agreement with Magento. The fee of that is not included in this agreement.
- 4.11. **Unauthorized Use.** Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Elastycld AB of any unauthorized use of, or access to, the Services of which it becomes aware.
- 4.12. **Restrictions on Use.** Unless Elastycld AB specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws; or (f) use the Services on behalf of or for the benefit of any entity or person who is prohibited from using the Services by applicable laws or regulations. Customer is solely responsible for any applicable compliance with HIPAA. Customer may not use the Services to grant multiple individuals’ access to one individual End User Account.
- 4.13. **Support, Service Levels.** Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer’s or End Users’ use of the Services.

5. Payment

- 5.1. **Termination.** The agreement applies continuously with 3 months' notice.
- 5.2. **Fixed Fees.** Customer shall pay the fixed fees ("Fixed Fees") based on the Order Form. Customer hereby authorizes Elastycld AB, if applicable, to charge its credit card or other payment instrument for Fixed Fees, and any applicable Taxes in arrears or at time of order, as the case may be, and all in accordance with the payment schedule set forth in the Order Form.
- 5.3. **Subscription Fees.** Customer shall pay the subscription fees ("Subscription Fees") based on the Order Form. Customer hereby authorizes Elastycld AB, if applicable, to charge its credit card or other payment instrument for Subscription Fees, and any applicable Taxes in arrears or at time of order, as the case may be, and all in accordance with the payment schedule set forth in the Order Form.
 - 5.3.1. Gross Merchandise Value, Average Order Value, and Subscription Fee Adjustments. Customer acknowledges and agrees that the Subscription Fees specified in the Order Form are based on the threshold and are as set forth on the Order Form and that the Subscription Fees may be subject to adjustments into higher Subscription Fee tiers if the actual figures is higher than the orderform threshold.
 - 5.3.2. Elastycld AB has the right to increase the Subscription Fees by no more than five percent (5%) once during each Contract Year, beginning with the first anniversary of the Term. Each such adjustment, if any, is effective for the full duration of the Contract Year for which such adjustment was executed, and the adjusted Subscription Fee becomes the Subscription Fee under the Agreement.
 - 5.3.3. If inflation exceeds 5% on relevant markets or the exchange rate (USD / SEK) changes more is 5% we reserve the right to correct our pricing.
- 5.4. **Invoices.** All payments due are in U.S. dollars unless otherwise indicated in the Order Form.
- 5.5. **Invoice Disputes.** Any invoice disputes must be submitted before the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Elastycld AB, Elastycld AB will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Elastycld AB will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

6. Suspension

- 6.1. **Of End User Accounts by Elastycld AB.** If Elastycld AB becomes aware of an End User's violation of the Agreement, then Elastycld AB may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Elastycld AB request to Suspend an End User Account, then Elastycld AB may do so. The duration of any Suspension by Elastycld AB will be until the applicable End User has cured the breach which caused the Suspension.
- 6.2. **Emergency Security Issues.** Notwithstanding the foregoing, if there is an Emergency Security Issue, then Elastycld AB may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Elastycld AB Suspends an End User Account for any reason without prior notice to Customer, at Customer's request,

Elasticloud AB will provide Customer the reason for the Suspension as soon as is reasonably possible.

6.3. Suspension for Non-Payment.

- 6.3.1. Automatic Suspension. Customer will have 7 days to pay Elasticloud AB delinquent Fees. If Customer does not pay Elasticloud AB delinquent Fees within 7 days, Elasticloud AB will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Elasticloud AB all outstanding Fees.
- 6.3.2. Termination after Suspension. If Customer remains suspended for non-payment for more than sixty days, Elasticloud AB may terminate Customer for cause pursuant to Section 14.1.
- 6.4. **Termination for Cause.** Either party may suspend performance or terminate this Agreement if: (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (c) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- 6.5. **Suspension to Comply with Laws.** Elasticloud AB may at its sole discretion Suspend the provision of any Services at any time if required to comply with any applicable law.
- 6.6. **Secure the end user.** Elasticloud AB is entitled to, in cases where Section 6.3.1 or 6.3.2 fail, continue to operate the end user for a maximum of 6 months if the end user so agree. In that case will Elasticloud AB invoice the end user directly.

7. Transfer

- 7.1. The Customer has no right to transfer this Agreement to any other party without the written consent of Elasticloud AB.

8. Warranty

- 8.1. **DISCLAIMER OF WARRANTY.** THE SOLUTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ELASTYCLOUD AB FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.
- 8.2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ELASTYCLOUD AB BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ELASTYCLOUD AB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELASTYCLOUD AB ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).
- 8.3. **Exceptions to Limitations.** NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (D) CONTRACTUAL PAYMENT

OBLIGATIONS; (E) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Confidential Information

- 9.1. **Obligations.** The recipient will not disclose the discloser's Confidential Information, except to employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

10. Publicity

- 10.1. In connection with Customer's use of the Services, (a) Customer and end user may state publicly that it is a Elastycloud AB customer or an end user and display Elastycloud AB Brand Features consistent with the Trademark Guidelines and (b) Elastycloud AB may (i) orally state that Customer or an end user is an Elastycloud AB customer or an end user and (ii) include Customer's name or an end user or Customer or an end user Brand Features in a list of Elastycloud AB customers or an end user in Elastycloud AB online or offline promotional materials. Neither party needs approval if it is using the other party's name or Brand Features in a manner that is substantially similar to a previously approved manner.

11. Miscellaneous

- 11.1. **Notices.** Elastycloud AB may provide any notice to Customer under this Agreement by: (a) sending an email to Notification Email Address or by (b) posting a notice in the Admin Console. Customer may provide notice to Elastycloud AB under this Agreement by sending an email to Elastycloud AB legal department at legal@Elastycloud.com. Notice will be treated as received when (i) the email is sent, whether or not the other party has received the email or (ii) notice is posted in the Admin Console.
- 11.2. **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 11.3. **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.
- 11.4. **Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 11.5. **Governing Law.** This Agreement is governed by Swedish law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN MALMÖ, SWEDEN.
- 11.6. **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
- 11.7. **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: Order Form; the

remainder of this Agreement, excluding the terms located at any URL; and the terms of this Agreement that are located at any URL.

12. Definitions

“**Acceptable Use Policy**” means the acceptable use policy for the Services available at <https://www.Elasticloud.com>, or such other URL as may be provided by Elasticloud AB.

“**Account**” means Customer’s Elasticloud AB account credentials and correlating access to the Services under this Agreement.

“**Account Manager**” means the Elasticloud AB business person working with Customer regarding Customer’s purchase of the Services.

“**Additional Products**” means products, services and applications that are not part of the Services but that may be accessible, via the Admin Console or otherwise, for use with the Services. Additional Products do not include Core Services, which are offered under a separate agreement. This Agreement does not govern the use of the Additional Products by Customer or its End Users.

“**Additional Product Terms**” means the then-current terms at <https://www.Elasticloud.com> or as otherwise provided by Elasticloud AB.

“**Admin Account(s)**” means the administrative account(s) provided to Customer by Elasticloud AB for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Elasticloud AB will provide to Customer.

“**Admin Console**” means the online tool provided by Elasticloud AB to Customer for use in reporting, to manage End User Accounts on the Customer domain, and certain other administration functions.

“**Administrators**” mean the Customer-designated technical personnel who administer the Services to End Users on Customer’s behalf.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“**Agreement**” means the combination of the Order Form and this Agreement.

“**Billing Start Date**” means the date upon which Customer will begin paying Elasticloud AB for the Services.

“**Brand Features**” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

“**Confidential Information**” means information that one party (or Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is Customer’s Confidential Information.

“**Content**” is information, the sum total of the freshness, readability, relevancy, and usefulness of the information presented, and the manner in which it is presented the end users customer.

“**Critical upgrade**” includes security issues, operation disorders, etc.

“**Customer Data**” means content provided to Elasticloud AB via the Services by or at the direction of Customer or End Users.

“**Downtime**” means:

- For Instances: Loss of external connectivity or persistent disk access for all running Instances, when Instances are placed across two or more Zones in the same Region.
- For load balancing: Loss of external connectivity (via the external IP addresses associated with load balancing forwarding rules with all Healthy Backend Instances) due to the failure of Elastycloud AB systems.
- Downtime does not include loss of external connectivity as a result of the Elastycloud AB managed VPN service failing to serve traffic directed to VPN tunnels under that service. That sort of downtime is addressed exclusively in the VPN SLA.

“Downtime Period” means a period of one or more consecutive minutes of Downtime. Partial minutes or Intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.

“Effective Date” means the date this Agreement is accepted by Customer.

“Emergency Security Issue” means either: (a) Customer’s or End Users’ use of the Services in violation of the Acceptable Use Policy, in a way that disrupts: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Elastycloud AB network or servers used to provide the Services; or (b) to prevent unauthorized third-party access to the Services or data within the Services.

“End Users” means Customer’s customer permits to use the Services.

“End User Account” means an Elastycloud AB-hosted account established by Customer through the Services for an End User.

“Export Control Laws” means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State, but excluding the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce.

“Fees” means the amounts invoiced to Customer by Elastycloud AB for the Services as described in this Agreement.

“High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

“Healthy Backend Instances” means Instances that are responding affirmatively to load balancing health checks.

“Important upgrade” includes legal rules, operation performance etc.

“Initial Term” means a period of 12 months, unless such other period is specified in an Order Form.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

“Liability” means any liability, whether under contract, tort, or otherwise, including for negligence.

“M2” means Magento2 which is a world leading open-source e-commerce platform owned by Adobe.

“Monthly Uptime Percentage” means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console to receive certain notifications from Elastycloud AB. It is Customer’s responsibility to keep the Notification Email Address(es) valid and current.

“Order Form” means an order form, which is an online order page or other written document provided to Customer by Elastycloud AB specifying the Services Customer will use under the Agreement.

“Service Pages” mean the web pages displaying the Services to Administrators or End Users.

“Services” means the applicable provided by Elastycloud AB and used by Customer under this Agreement. The Services are as described at <https://www.Elastycloud.com> or such other URL as Elastycloud AB may provide.

“Significant Deprecation” means to discontinue or to make backwards incompatible changes to the Services, where such discontinuation or changes would result in Elastycloud AB no longer enabling Customer to manage End User Accounts.

“SLA” means the Service Level Agreement applicable to only the Cloud Identity - Premium edition located at: <https://www.Elastycloud.com> or such other URL as Elastycloud AB may provide.

“Standard upgrade” includes i.e. new functionality, bug fixes, layout improvements.

“Suspend” means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

“Taxes” means any duties, customs fees, or taxes (other than Elastycloud AB income tax), including indirect taxes such as “goods and services tax” and “value-added tax,” associated with the sale of the Services, including any related penalties or interest.

“Term” means the Initial Term or any Renewal term for the applicable Services.

“Trademark Guidelines” means Elastycloud AB Guidelines for Third Party Use of Elastycloud AB Brand Features, located at: <https://www.Elastycloud.com>

“TSS” means the Technical Support Services available only with the Cloud Identity - Premium edition which are provided by Elastycloud AB to the Administrators under the TSS Guidelines

“TSS Guidelines” means Elastycloud AB technical support services guidelines then in effect for the Cloud Identity - Premium edition. TSS Guidelines are at the following URL: <https://www.Elastycloud.com> or such other URL as Elastycloud AB may provide.

“URL Terms” means the Acceptable Use Policy, SLA and TSSG.