

TERMS OF SERVICE

This Agreement is entered into between Elastx AB, org.nr. 556906-5617 (“Elastx,” “we” or “us”) and the person or entity purchasing or using our Services (“customer,” “you” or “your”). It is effective in acceptance of these terms of service.

Date of version: 2024-02-05

1. Services

Throughout this Agreement, our products and Services are referred to as “Service” or “Services.”

a. Agreed-upon services. This agreement describes the agreed-upon services, as well as the prices and conditions for these. All the services we provide are specified on the website (www.elastx.se), where the services are described ("Specification"), along with the date when the service was initiated.

b. End of Life. We reserve the right to modify the services or the manner in which we provide them to you. If we inform you of the termination of a service, we guarantee a minimum of three months for you to migrate to a corresponding service. Regarding our platform service, we guarantee a minimum of 12 months.

c. Changes to Terms of Service. You agree that Elastx may change these contract terms or any policy or other terms referred to in these contract terms at any time by posting an updated version on elastx.se. The new terms take effect thirty days after being published. By continuing to use or receive the services after the new version comes into effect, you consent to be bound by the new policies or these contract terms. It is your responsibility to regularly check current policies on elastx.se.

d. Support Service Level Agreement (Support SLA). We guarantee response times according to our: [Support SLA](#).

e. Availability Service Level Agreement (Availability SLA). We guarantee uptime on our Services according to our: [Availability SLA](#).

f. Data Protection and Disaster Recovery

We provide our Services to you according to our Service Description and SLA's.

Apart from Elastx Service Description of their Services, you as a customer are responsible for:

- using the Services and Additional Security Controls to ensure a level of security appropriate to the risk of your Customer Data
- securing the account authentication credentials, systems and devices Customer uses to access the Services
- backing up your customer data

- setup redundancy according to appropriate Availability SLA
- Prevent so no vulnerabilities is exposed to software or data that is stored in Elastx services

2. Policies

Below policies are part of the Agreement.

a. Acceptance Use Policy (AUP). You may not use our Services to contravene the laws of Sweden, or any other jurisdiction in which you use or access our Services. See:

[Acceptance Use Policy](#)

b. This privacy policy is part of your agreement with us, or, if you do not have a contract, it governs information you provide to us. See:

[Privacy Policy](#)

3. Fees

a. Fees are set out on the Description Page (the “Fees”). Fees are invoiced monthly unless you pay using a credit card.

b. You are entitled to compensation if we have not met our Availability SLA

c. If you have not paid the Fees by the Due Date, we may charge you interest in the amount of 2.0% per month (or the highest rate allowed by law) and collection charges (including, but not limited to attorney’s fees). If you still haven’t paid we may terminate this Agreement, or suspend the Services, without notice, at our sole and exclusive discretion.

d. If you dispute a Fee charged by us to you, you must contact us prior to the Due Date with your view of the dispute.

4. Term

This Agreement is effective from the date of signing and is ongoing until further notice. The notice period for termination is 30 days unless the parties agree otherwise in writing.

5. Termination

a. Upon termination of our services, you are responsible for removing your data from our servers. All data on our backup servers will be overwritten. We have no obligation to provide data to you after the expiration of the terminated agreement.

b. We may terminate this agreement, or a specific service, immediately following your violation of any of the policies included in this agreement; your breach of third-party licenses; or your bankruptcy.

c. If the services are terminated due to your failure to pay the fees when due or a breach of any of our agreements, we may charge you a reconnection fee.

6. Warranties

a. Mutual Warranties: each party has the power, authority, and legal right to enter into this Agreement; each party has the power, authority, and legal right to perform their obligations under this Agreement.

b. We warrant that we will perform in a competent manner.

c. You represent and warrant to us that:

i. you have the experience and knowledge necessary to use the Services;

ii. you will comply with the terms of any licenses required for your use of Third Party Software;

iii. you own the entire right, title and interest to, or have an appropriate license to use all materials provided to us, or which may be accessed or transmitted using the Services;

7. Limitation of liability

a. Elastx's liability for damages is limited to your direct damage and shall not exceed the amount you have paid for the services during the latest month (1 month).

b. Liability for damages exists only if the damage is caused intentionally, due to gross negligence, or through a breach of contract.

c. Elastx is not liable to you or any third party for indirect damages, such as lost revenue, lost profits, lost goodwill, or any other indirect negative impact.

d. Claims for damages under this Agreement must be made within thirty (30) days from the day the basis for the claim arose.

e. Elastx guarantees that there is valid liability insurance for the conducted operations.

f. The liability limitation stated under this clause does not apply if Elastx neglects or breaches GDPR.

8. Indemnification

a. You agree to indemnify, defend and hold us harmless, including, but not limited to our parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from

and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of the Services (ii) any violation by you of the Acceptance Use Policy (AUP); (iii) any breach of any of your representations, warranties or covenants contained in this Terms of Service (TOS); or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this TOS. For the purpose of this paragraph only, the terms used to designate you include you, your customers, visitors to your website, and users of your products or Services, the use of which is facilitated by us.

9. Licenses and Intellectual Property

a. Software

i. The Services may come pre-configured with software owned by a Third Party (the "Third Party Software"). If you indicate to us that you already have a license to use the Third Party Software, we may require you to provide us with evidence of this license. You agree to comply with your license agreement while using the Third Party Software.

ii. If you do not have a license to use the Third Party Software, you agree to comply with the terms of any license that is required for you to use the Third Party Software.

b. You may be required to agree to Third Party Vendor licenses in order to use the Services. You agree to preserve and not obscure trademark, copyright and other indications of intellectual property ownership placed on any software, hardware provided to you, or displayed during your use of the Services.

c. You must have a valid license to use the software you place on our equipment. You agree to provide us with evidence of this license upon our request.

d. If we license software to you, that license terminates upon the Termination or expiration of this Agreement.

e. You are responsible to us for any unauthorized installation, use, copying, access or distribution of the Services if you fail to: include in your customer agreements terms and conditions that are similar to but no less restrictive than those set out herein, or incorporated by reference; and, if your customers resell our Services, require your resellers to include in their customer agreements, terms and conditions that are substantially similar to but no less restrictive than those set out herein, or incorporated by reference.

10. Confidentiality

Neither party shall ever disclose to any third party any Confidential Information received from the other party. "Confidential Information" means information disclosed to a party under this Agreement, which the disclosing party has identified as confidential information. Confidential Information does

not include any information which

(i) at the time of disclosure is in the public domain;

(ii) after disclosure has become part of the public domain by publication or otherwise, except by breach of this Agreement by the receiving party;

(iii) which the receiving party can establish by competent proof was in its possession at the time of disclosure;

(iv) which the receiving party independently develops without the use of the disclosures hereunder or;

(v) is required to be disclosed by any party by law or regulation having force of law. Each party shall ensure that all of its advisors and consultants who are given access to Confidential Information are bound by equivalent confidentiality obligations.

11. General

a. Notices

All notices, claims, demands, and other communications hereunder must be registered as a ticket to our support (support@elastx.se).

b. Force Majeure

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, interruptions of telecommunications providers, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. Notwithstanding the above, in the event Force Majeure has prevented us from performing our obligations under this Agreement for one month, you shall be entitled to terminate this Agreement at no additional cost. The party affected by the Force Majeure shall notify the other party as soon as possible, but in no event less than ten days from the beginning of the Force Majeure event.

c. Choice of Law, Jurisdiction and Venue

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish. This Agreement shall be governed by the substantive law of Sweden.

d. No Agency

This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

e. Survival

Sections 2(b), 6, 7, 8, 9, 10, 11(a), (c), and (d) shall survive the termination of this Agreement.