

Cloudmore Platform Agreement

Version 2018-05

This Cloudmore Platform Agreement is between the entity You represent, ("**You**" or "**Your**"), and Cloudmore AB, a Swedish corporation, ("**Cloudmore**", "**Us**" or "**We**"). It consists of the terms and conditions below, as well as the Platform Subscription Agreement, Platform SLA, Acceptable Use Policy, Data Processing Terms, other Policies as published on the Platform (together, the "**Agreement**"). This Agreement takes effect when You click to accept the Agreement, or if earlier, when You commence using the Platform (the "**Effective Date**").

1 Definitions

"**AUP**" means the Acceptable Use Policy located at <http://web.cloudmore.com/terms/aup>, as it may be updated by us from time to time.

"**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 any information one party (or an Affiliate) discloses to the other party under this Agreement the other party's activities which is clearly designated by the furnishing party as confidential. Your Content and Personal Data is considered to be Confidential Information.

"**End User**" any person you permit to access the Platform.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Platform**" the Cloudmore Subscription Management platform and Cloudmore Marketplace, together with any software and documentation provided by Cloudmore as part of the Cloudmore Subscription Management platform and Cloudmore Marketplace. It does not include any Product.

"**Policies**" means the Acceptable Use Policy, SLA, Data Processing Terms, the Trademark Use Guidelines, and any other policy or terms referenced in or incorporated into this Agreement.

"**Data Processing Terms**" means the Cloudmore Data Processing Terms located at <http://web.cloudmore.com/privacy>, as it may be updated by us from time to time.

"**Product**" refers to any products and service made available by Cloudmore, You or a third party, e.g. for discovery, ordering, contracting, provisioning and management, through the Cloudmore Marketplace or the Platform.

"**Separately Agreed**" means a separate agreement made in a written side letter signed by authorized representatives of both parties.

"**Service Attributes**" means non-personal identifiable Platform usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"**Subscription**" an enrolment for the Platform or a Product for a defined term as specified on the Platform.

“Your Content” means all content, including text, sound, video, or image files that You or any of Your End User transfers to us for processing in connection to your use of the Platform. Your Content does not include Your Personal Data.

Any phrase introduced by the terms “including”, “include” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms. Any examples in these Data Processing Terms are illustrative and not the sole examples of a particular concept.

2 Use of the Platform

2.1 Right to use

You may access and use the Platform in accordance with this Agreement. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Platform.

You are responsible for appointing key designated support, legal, and finance contacts, as well as providing valid billing details and for ensuring that such information is kept current.

2.2 Additional Software for use with the Platform

To enable optimal access to, and use of, the Platform, You may install and use certain software only in connection with Your use of the Platform. We only license such software to You, We do not sell it.

You may install and use such software only for use with the Platform. The Platform terms may limit the number of copies of the software You may use, or the number of devices on which You may use it. Your right to use the software begins when the Platform is activated and ends when Your right to use the Platform ends. You must uninstall the software when Your right to use it ends.

3 Security and Data Privacy

3.1 Your Personal Data

The terms and conditions for processing of Personal Data is found in the Data Processing Terms.

3.2 Your Content

Your Content will only be used for the purposes of providing the Platform to You and Your End Users. We never use Your Content or derive information from it for advertising or similar commercial purposes.

You may specify the region in which Your Content will be stored. We will not access or use Your Content except as necessary to maintain or provide the Platform, or as necessary to comply with applicable law or a binding order of a governmental body.

Without limiting the limitations of liability as under Section 17, or your obligations relating to your Content, we will implement appropriate technical and organizational measures in order to secure Your Content against accidental or unlawful loss, access or disclosure.

3.3 Service Attributes

We may process Service Attributes to be able to provide the Platform to you, as well as to enhance the Platform, the Platform experience, and to provide personalized recommendations, comparisons, or offerings, as well as to present usage statistics.

Service Attributes related to a Third Party Product will be shared with the respective provider only as required for them to be able to provide, bill and support the Product.

We will never sell any Service Attributes, or share them with a third party. Any data, statistic or comparison we share through the Platform or otherwise will be processed in such a way that no individual entity can be identified.

We may process Service Attributes in Your Platform region as well as in the EU. We may also process Service Attributes where We maintain our support and investigation personnel to provide You with support services and investigate fraud, abuse or violations of this Agreement.

4 Your Responsibilities

4.1 End Users

You control creation and access to the Platform by Your End Users, and You are responsible for their use of the Platform in compliance with this agreement. Each user account must be associated with a valid personal email address.

You are responsible for assigning the appropriate Platform permissions to each End User, and You are responsible for Your End Users' use of Your Content and the Platform and for all acts or omissions that occur under any of Your End User accounts, regardless of whether the activities are authorized by You, or undertaken by You, Your End Users, or any third party. You confirm that You have disclosed, and that Your Users agree, to their responsibilities and obligations as laid down under this Agreement. Neither We, nor our affiliates are responsible for unauthorized access to Your account.

If You become aware that any of Your End Users are violating their obligations under this Agreement, any possible misuse of Your User accounts, or authentication credentials, or any security incident related to the Platform, You shall immediately notify Cloudmore and suspend access to the Platform by such End User.

The Platform log-in credentials and private keys are to be kept private and are for individual use only. You or Your End Users, will not sell, transfer, sublicense or otherwise share them to any third party.

4.2 Acceptable Use Policy

Use of the Services is subject to the AUP and You will not, and will not allow Your End Users, or any third party under Your control, to use the Platform in a way that violates the Acceptable Use Policy. Violation of the AUP may result in suspension, as well as termination, of the Platform upon notice to You.

5 Support

Subject to payment of applicable Platform and Support Fees, Cloudmore will provide You with support as outlined in the Platform to your designated support contacts only.

6 Ordering and management of Products

The Platform allows Products to be offered, sold, bought, and managed. Products may be sold by Cloudmore or a third party, and the party offering or selling the Products will specify separate terms and conditions for the use of the Product. If the Product is offered or sold by a third party, that party will be the seller of record for the Product. Cloudmore is not a party to the terms with respect to Products offered or sold by third parties. Any Products offered through the Cloudmore Marketplace by third parties constitutes "**Third Party Product(s)**" under the Agreement. While Cloudmore may help facilitate the resolution of disputes between you and a Third Party Product seller, Cloudmore is not responsible for Third Party Products and has no control over and does not guarantee the quality, safety, or legality of items advertised, the truth or accuracy of Third Party Products or listings, or the ability of sellers to offer the Products. The respective Third Party Product sellers are responsible for providing You with support for their Products. Cloudmore will not provide any assistance or support in relation to such Third Party Products.

Upon ordering Products through the Platform, orders shall be effective immediately upon automated provisioning or acceptance by Cloudmore. You are responsible for any order or change executed through the usage of one of Your user accounts. Cloudmore is not responsible for any order or change.

6.1 Payment for Products

Cloudmore may bill for some Third Party Products and You authorize us, our affiliates, and our third-party payment processors and any service providers to charge the payment method associated with your Cloudmore account for Third Party Products that you purchase in the Platform.

6.2 Sharing of VAT Data with Third Party Product Sellers

If you have provided your value added tax (VAT) registration number to us so that it can be applied to your purchases, that information you provide with your registration (including your VAT registration number and the name and address associated with your VAT registration) will be shared with third parties from whom you have purchased Third Party Products through the Cloudmore Marketplace to the extent necessary for those Third Party Product sellers to comply with VAT invoicing regulations and requirements.

7 Fees and Payments

7.1 Platform Fees

The Platform fees and associated currency are as set out in Your Platform Subscription.

7.2 Billing and Payments

You will pay us the applicable fees and charges for use of the Platform as described on the Platform using one of the payment methods We support.

The payment terms are as provided in the Platform Subscription Agreement unless Separately Agreed. Cloudmore reserves the right to change the payment terms if Your account becomes overdue.

You are liable for any additional processing fees, exchange losses and other charges that may apply in connection with your payments, particularly international wire transfers. You will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. Platform fees and charges are non-refundable.

Our measurement of Your use of the Platform is final. Payments made via wire transfer must include the bank information provided by Us.

7.3 Taxes

Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party, upon, or with respect to, the transactions and payments under this Agreement.

All fees payable by You are exclusive of Indirect Taxes. We may charge, and You will pay, applicable Indirect Taxes that We are legally obligated or authorized to collect from You. You will provide such information to us as reasonably required to determine whether We are obligated to collect Indirect Taxes from You.

We will not collect, and You will not pay, any Indirect Tax for which You furnish us a properly completed exemption certificate or a direct payment permit certificate for which We may claim an available exemption from such Indirect Tax.

All payments made by You to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding is required on any payment, You will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement.

7.4 Invoice Disputes and Refunds

In order for Cloudmore to consider a claim, You must submit the claim to Cloudmore customer support via email to support@cloudmore.com, including all information necessary for Cloudmore to validate the claim.

A credit request will not be processed or approved unless We have received the claim by the 25th of the calendar month following the month of the invoice. If we determine that a credit is owed to You, we will apply the credit to Your next Cloudmore invoice.

7.5 Overdue amounts

Any charges payable, but not paid, within due date will accrue interest at a rate of two percent (2%) per month, or the highest rate allowed by applicable law, whichever is the lower. Interest shall accrue from

the date that payment is due on any amounts and You are also responsible for all reasonable expenses incurred by Cloudmore in collecting overdue amounts.

Overdue accounts may be issued a late payment reminder fee, as indicated in the at any time current Platform Fees document, and a three (3) working days Platform suspension notice. If no payment has been received by Cloudmore within three (3) working days of receiving such notice, access to the Platform will be suspended until the outstanding payment is received in full by Cloudmore. A Platform reactivation fee, as indicated in the at any time current Platform Fees document, will be charged for reestablishing access to the Platform after such a suspension.

8 Changes

8.1 To the Platform and related Software

In order to continuously improve the Platform, We may make commercially reasonable changes to the Platform at any time.

8.2 To the APIs

We may change or discontinue the Platform APIs from time to time. For any discontinuation of, or material change to, an API, We will use commercially reasonable efforts to continue supporting the previous version of such API for 6 months after the change or discontinuation, except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities.

8.3 To the Agreement

We may modify the Agreement from time to time. Changes to the Agreement will become effective 30 days after posting on the Platform unless otherwise Separately Agreed. By continuing to use the Platform after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. The Agreement may not otherwise be amended except as Separately Agreed.

8.4 To the Platform Fees

We may change the Platform fees from time to time. Changes to the Platform fees will become effective at the end of your Platform subscription Term, unless Separately Agreed.

9 Temporary Suspension

9.1 Generally

We may suspend Your, or any of Your End User's, right to access or use of the Platform immediately upon notice to You if We determine that:

- a) Your, or Your End User's, use of the Platform (i) poses a security risk to the Platform or any third party, (ii) could adversely impact our systems, the Platform or the systems or content of any other Cloudmore customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- b) You, or any of Your End Users, are in breach of this Agreement;
- c) Your account is overdue as outlined in Paragraph 7.5; or
- d) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

9.2 Effect of Suspension

If We suspend Your right to access or use the Platform:

- a) You remain responsible for all fees and charges You incur during the period of suspension; and
- b) You will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

9.3 Urgent Security Issues

In the event of an urgent security issue, Cloudmore may automatically suspend the Platform or associated End User account(s). Suspension will be to the minimum extent required, and for the minimum duration, to prevent or resolve the security issue. If Cloudmore suspends the Platform or Account, for any reason, without prior notice to You, We will, at Your request, provide You the reason for the suspension as soon as is reasonably possible.

10 Term and Termination

10.1 Agreement Term

The “**Term**” of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 10.

10.2 Platform Subscription Term

A Platform Subscription Term is 12 months unless Separately Agreed. A Platform Subscription Term will automatically renew for another term of equal length, unless terminated by You by providing Cloudmore 30 days’ notice before the end of the current Term unless Separately Agreed.

10.3 Termination for Convenience

You may terminate this Agreement at any time by providing Cloudmore 30 days’ notice, provided that You have no overdue amounts, no active Product Subscriptions, and no active Platform Subscription. Cloudmore may terminate this Agreement at the end of a Platform Subscription term by providing You at least 30 days’ notice.

10.4 Termination for Cause

Either party may terminate this Agreement upon notice to the other party for cause 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) A change in control of the majority of voting equity shares or interests (as determined by reference to the ultimate parent entity), which involves a direct competitor, or one of its affiliates, gaining control of the other party.

10.5 Termination by Cloudmore

Cloudmore may terminate this Agreement immediately upon notice to You in the event of:

- a) in order to comply with the law or requests of governmental entities.
- b) if our relationship with a third party who provides software or other technology We use to provide the Platform expires, terminates or requires us to change the way We provide any part of the Platform; or
- c) if Your access to the Platform has been suspended according to Paragraph 9.1 and You do not fully address the reasons for the suspension within 30 days. We may also terminate the Agreement if Your use of the Platform is suspended under Paragraph 9.1 more than twice within a 24-month period.

The termination of this Agreement shall not affect any current Product Subscription terms.

10.6 Effect of Termination

Upon termination as permitted under this Agreement, You must stop using, and Cloudmore will stop providing, the Platform. You are responsible to pay all fees until the date of the termination.

In the event that Cloudmore terminates the contract, unless this is done with reference to Paragraph 10.5, Section a) or c), You will forfeit any remaining balance on Your account.

When an account is cancelled, it is not possible to restore and/or recover any data including, but not limited to Your Content and your Personal Data other than according to the Data Processing Terms.

11 Intellectual Property Rights

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

11.1 Platform License

We or our licensors own all right, title, and interest in and to the Platform, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Platform in accordance with this Agreement. Except as provided here, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Platform, including any related intellectual property rights.

11.2 Your Content

Except as provided in this Section 11, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Platform to you and any End Users.

You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, or End Users' use of Your Content, or the Platform, will violate the Acceptable Use Policy. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

If we reasonably believe that any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement we will notify you and may request that such content be removed from the Platform. We may remove or disable access to any of Your Content, without prior notice, where Your Content may disrupt or threaten the Platform, or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove any of Your Content without prior notice, we will provide prompt notice to you unless prohibited by law.

11.3 Customer Suggestions

Cloudmore shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Platform, any suggestions, enhancements, recommendations or other feedback provided by You relating to the Platform.

12 Publicity

You are permitted to state publicly that You are a Cloudmore customer, consistent with the Trademark Guidelines. If You want to display Cloudmore Brand Features in connection with Your use of the Platform, You must obtain written permission from Cloudmore.

Cloudmore may include Your name or Brand Features in a list of Cloudmore customers, online or in promotional materials. Cloudmore may also verbally reference You as a customer of the Platform. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement. A party may revoke the other party's right to use its Brand Features under this section 12 with written notice to the other party and a reasonable period to stop the use.

Other than as provided according to this section 12 neither party may issue a press release or make any other public communication with respect to this Agreement or Your use of the Platform without written approval by the other party.

13 Confidential information

13.1 Obligations

The recipient will not disclose Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional

advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to keep it confidential including, at a minimum, the same measures the recipient takes to protect its own confidential information of a similar nature.

Neither party shall be liable for disclosing any information that was:

- a) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of negligence by the receiving party;
- b) already known to the other party prior to its receipt from the disclosing party, as evidenced by such other party's records;
- c) rightfully obtained by a party from other unrestricted sources;
- d) demonstrably and independently developed at any time by the receiving party without any connection with the information received under or any breach of this Agreement; or;
- e) disclosed with the prior written permission of the disclosing party.

The obligation of each party with respect to the Confidential Information shall survive the termination or expiration of this Agreement for a period of two (2) years.

13.2 Required Disclosure

In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall prior to any disclosing of information, to the extent reasonably practicable and lawfully permitted, provide prompt notice to the other party of such receipt and permit the other party an opportunity to obtain a protective order with respect to such Confidential Information.

13.3 Return of Confidential Information

Upon the termination or expiration of this Agreement, or upon request from the disclosing party, the non-disclosing party shall return all Confidential Information to the disclosing Party, or destroy all Confidential Information and certify in writing that it has destroyed all such information.

14 Representations and Warranties

You represent and warrant that:

- a) You represent an economic entity correctly incorporated and registered within Your jurisdictions of operation,
- b) that You have the legal authority to enter into this agreement on that entity's behalf
- c) You have read, understand and intend to be legally bound by all terms, conditions and notices in this Agreement, policies published on the Platform and all other terms and conditions required for the use of the Platform; and
- d) You are not engaged in activities, which could potentially require Cloudmore to obtain any export license, permit or other approval under applicable laws and regulations including but not limited to export control and/or sanctions regulations of any jurisdiction the laws of which may be implicated by the Terms. Furthermore, You acknowledge and agree that Cloudmore has the exclusive authority to monitor such status on a regular basis.

14.1 Cloudmore Warranties

We warrant that the Platform will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are as set out in the SLA.

15 Disclaimer

Except as expressly provided for in this agreement, to the maximum extent permitted by applicable law, Cloudmore and our suppliers do not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use and non-infringement. We and our suppliers are not responsible or liable for, the deletion of, or failure to store, any of your data including Your Content Data, or other communications maintained or transmitted

through use of the Platform. Neither Cloudmore nor our suppliers, warrants that the operation of the Platform will be error-free or uninterrupted. The Platform is not designed, manufactured, or intended for high risk activities.

16 Indemnification

16.1 By Cloudmore

We will defend You against any claims made by an unaffiliated third party that the Platform infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.

If We reasonably believe that such a claim may bar Your use of the Platform, We will seek to: (i) obtain the right for You to keep using it; or (ii) modify or replace it with a functional equivalent. If these options are not commercially reasonable, We may terminate Your rights to use the Platform and then refund any advance payments related to the Platform.

16.2 By You

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any losses arising out of or relating to any third-party claim concerning: (a) Your or any of Your End Users' use of the Platform; (b) breach of this Agreement or violation of applicable law by You, Your End Users, or Your Content; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content, or by the use, development, design, production, advertising or marketing of Your Content; (d) Your breach of the representations, warranties or covenants set forth herein, or (e) a dispute between You and any of Your End Users.

You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (d) above at our then-current hourly rates.

16.3 Obligations

Each party must notify the other promptly of a claim under this section 16. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment or settlement. The parties' respective rights to defense and payment of judgments (or settlement the other consents to) under this Section 16 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

17 Limitations of Liability

17.1 Limitation

The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Platform during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability exceed the amount paid for the Platform during the Subscription. If the Platform has been provided free of charge, Cloudmore's liability is limited to direct damages up to EUR 1,000.

In no event will You or Cloudmore (or any supplier or licensor of platform provider) be liable for any consequential, special, incidental, indirect, or punitive damages, including but not limited to loss of profits, business, or goodwill, or use, loss, or corruption of data, business interruption, or property damage, arising out of or in any way related to this Agreement or your use of the Platform, even if You or Cloudmore (or any supplier or licensor of platform provider) has been advised of the possibility of such damages.

17.2 Exclusion

We and our affiliates will not be held liable, unless provided otherwise in this Agreement and to the extent permitted by applicable law, for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data, even if a party has been advised of the possibility of such damages.

Further, neither We nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

- a) Your inability to use the Platform, including as a result of any (i) termination or suspension of the Agreement or Your use or access to the Platform, (ii) or without limiting any obligations under the Service Level Agreement, any unanticipated or unscheduled downtime of the Platform for any reason;
- b) the cost of procurement of substitute goods or services;
- c) any investments, expenditures, or commitments by You in connection with this Agreement or Your use of or access to the Platform; or
- d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Content, Personal Data or any other data.

17.3 Exceptions to Limitations

These limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, indemnification obligations, or Your payment obligations.

18 Miscellaneous

18.1 Preview releases

From time to time We may make public previews available. Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLAs and all limited warranties provided in this agreement. Previews may not be covered by customer support. We may change or discontinue a preview at any time without notice.

18.2 Assignment

You may not assign or otherwise transfer this Agreement, or any of Your rights and obligations under this Agreement, without our prior written consent, and any such act by You will be void.

Cloudmore may assign any part of this Agreement without Your written consent, provided that the assignee has agreed in writing to be bound by the terms of this Agreement.

18.3 Notices

We may provide notice to You under this Agreement by: (i) posting a notice on the Platform; or (ii) by sending an email to Your notification email address. Notices We provide by posting on the Platform will be effective upon posting, and notices We provide by email will be effective when We send the email, whether or not You actually receive the email.

You may provide notice to us under this Agreement by sending an email message to legal@cloudmore.com. Notice will be treated as given on receipt, as verified by written or automated receipt, or by electronic log (as applicable). All communications and notices made or given pursuant to this Agreement must be in the English language.

18.4 Force Majeure

Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, utilities or other telecommunications failures, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies, including the passage of laws or regulations or other acts of government that impact the delivery of the Platform. This section 18.4 will not, however, apply to Your payment obligations under this agreement.

18.5 Governing Law

This contract is governed by the substantive law of Sweden, without its conflict of law rules.

18.6 Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, where the amount in dispute does not exceed EUR 50,000 shall be settled by a Swedish court of general jurisdiction and the Stockholm District Court shall be the court of first instance.

Where the amount in dispute exceeds EUR 50,000 the dispute shall be finally settled by arbitration administered by the arbitration institute of the Stockholm Chamber of Commerce.

The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration. The seat of arbitration shall be Stockholm, Sweden.

The language to be used in the arbitral proceedings shall be English, if not otherwise agreed in writing prior to the initial day of proceedings.

18.7 Survival

Provisions contained in this Agreement that are expressed, or by their sense and context are intended, to survive the expiration or termination of this Agreement, shall survive the expiration or termination.

18.8 Entire agreement

This Agreement is the entire agreement between You and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between You and us, whether written or verbal, regarding the subject matter of this Agreement.

Any change to the Agreement does not affect any active Product or Platform Subscription(s).

18.9 Independent Contractors

Cloudmore and You are independent contractors, and this agreement does not create an agency, partnership, or joint venture.

18.10 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

18.11 No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. All waivers by us must be in writing to be effective.

18.12 Waiver of right to void online purchases

To the maximum extent permitted by applicable law, You waive Your rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.

18.13 Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

18.14 Stamp tax

Cloudmore will not be responsible for any stamp taxes that might be owed pursuant to this agreement entered by You and/or Your Affiliates. Upon our request, You and Your Affiliates will provide to Us evidence of payment of the appropriate stamp taxes to the appropriate authorities.

18.15 Special customers Government and Educational customers

If You are an entity subject to additional legal requirements in regard to Data Privacy or procurement processes, such as government, educational or health care providers, You shall consult with Cloudmore before accepting this agreement to assure full compliance with local laws and procurement processes.