

# Octopus Cloud Products - Declaration of Removal

On behalf of: [CUSTOMER NAME & ADDRESS] (hereinafter “We”, “Us”, “Our”)

We hereby note that Our subscription to Octopus Cloud products under Our Evaluation Agreement/POC Agreement/Subscription Agreement/EULAs with Octopus Cloud dated as of [• DATE OF AGREEMENT] (“the Agreement”) has expired.

The expiration of Our subscription means that We are no longer entitled to use the Octopus Cloud products We have subscribed to without violating the Agreement and Octopus Cloud’s intellectual property rights. We also note that (a) We will need to pay all amounts due as well as all open amounts provided for Our Subscription Order, plus related taxes and expenses within 30 days following the date of receipt of Octopus Cloud’s final invoice; (b) Our access to all relevant user accounts shall be deactivated; (c) Octopus Cloud shall, in the event of a termination for cause by Us prior of the end of the Subscription Term, refund the unused portion of any pre-paid Subscription Fees and/or Support Fees. Expiry or termination of the Agreement shall not prejudice or affect any right of action, remedy, or liability which shall have accrued prior to or as a consequence of such termination or expiry and shall not affect the provisions of the Agreement which, given their nature, shall survive such termination or expiry.

As per the Agreement, We are under an obligation to, as per the end of Our subscription, confirm that We have deinstalled all relevant Octopus Cloud products – for this purpose, We are under an obligation to issue a self-declaration of removal which is signed by duly authorized signatories of Our organization. If We should fail to do so within thirty (30) days as from the date of receipt of this declaration form, Octopus Cloud shall as per the terms of the Agreement be entitled to at any point in time request a license audit, the cost of which shall be borne by Us no matter of the actual outcome of the audit procedure. Any other claims Octopus Cloud may have shall remain reserved.

In the light of the above, We herewith confirm that as per the expiry of the Agreement We have ceased to use and have fully and permanently removed all copies of the following products (in any program version) and any portion thereof from our information technology systems:

- PRODUCT
- PRODUCT
- PRODUCT

\_\_\_\_\_  
Place, Date

[NAME OF CUSTOMER]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_