

Cloud View - Support Terms

Version October 2020

Octopus Cloud has developed its Cloud View product (as further defined below), which currently consists of a report generator solution, which can be subscribed to for a pre-defined term and used in either (i) a software edition, that is to be installed on end clients' premises; or (ii) a cloud-based edition. This document contains the general description of the maintenance and support services Octopus Cloud does offer in relation to Cloud View.

Customer hereby acknowledges and agrees that due to the constant and on-going development and enhancement of Cloud View and other products and service offerings provided by Octopus Cloud now or in the future, Octopus Cloud may at its sole discretion at any point in time change, update and modify these Support Terms in accordance with the terms of the subscription arrangements between Customer and Octopus Cloud.

1. Definitions

- 1.1. **Intervention Time** means the period of time between Octopus Cloud's receipt of an error report from Customer and the point in time Octopus Cloud support is able to provide at least a preliminary or workaround solution. The times specified below are target times Octopus Cloud will adhere to on a best effort basis.
- 1.2. **Major Version** means a new version of Cloud View which is not limited to a revision of bugfix release, but which does contain and introduce new functionality, user features, interfaces, and developer APIs. A Major Version is dictated by the first sequence, i.e. 1.y, 2.y.y;
- 1.3. **Minor Version** means a new version of Cloud View which is merely reserved for fixing security vulnerabilities and addressing errors or malfunctions and, if at all, only to a limited extent contains functional changes (including architectural and/or interface elements) without altering the existing functionality, architecture and/or public interfaces in material respects. A Minor Version is dictated by the second and third sequence, i.e. x.2, x.3.1, x.3.2;
- 1.4. **Official Price List** means the then-current list of prices for products and services that Octopus Cloud does officially communicate and publish.
- 1.5. **Reaction Time** means the period of time between Octopus Cloud's receipt of an error report from Customer and the point in time Octopus Cloud's support staff is confirming receipt of the error report. If so reasonably possible, Octopus Cloud shall with such confirmation provide Customer with a brief outlook on the next steps Octopus Cloud support plans to initiate in order to solve the problems reported.
- 1.6. **Cloud View** shall mean the software-solution developed and offered for subscription by Octopus Cloud for customers to conduct a software and hardware scan, to enter service platforms, applications, virtual entities, terminal server, and virtual desktops, to get an automatic match with corresponding products and licenses as well as maintenance of license contract or support and a tool based support regarding Software Asset Management audits. Cloud View as currently provided to customers consists of a Reporter Module, an Intelligence Module, and a Scanner Module. The Reporter Module can be subscribed to for a pre-defined term and used in either (i) a software edition, that is to be installed on end clients' premises; or (ii) a cloud-based edition, the Scanner Module may only be subscribed to in a software edition and the Intelligence Module is only made available in a cloud-based online edition (it being understood though that with each query in the central database the logic is on a per-request basis transferred to Customer's systems). For the purpose of Customer's Subscription, "Cloud View" shall mean the software edition(s) Customer wishes to subscribe to, which edition(s) is/are identified in Customer's Subscription Order and all and any updates, upgrades and other later versions thereof which Customer is eligible to receive either under Customer's Subscription and/or any other agreement with Octopus Cloud.
- 1.7. **Subscription Fee** means the recurring fees the Customer will pay to Octopus Cloud for using Cloud View during the subscription term. The Subscription Fee does also cover Technical Support as described in these Support Terms.
- 1.8. **Licensing Consulting Support Fee** means the fees the Customer will pay to Octopus Cloud for receiving Licensing Consulting Support with regard to Cloud View.

2. Support Options

- 2.1. Customer does automatically subscribe to Technical Support together with Customer's subscription to Cloud View. In addition and at an additional fee, the Customer may choose to subscribe to Octopus Cloud's Licensing Consulting Support (as specified below).

2.2. The Licensing Consulting Support Fee shall be calculated on the basis of the Official Price List.

3. Customer Support Components

3.1. **Languages spoken:** Octopus Cloud Support is available in the English language.

3.2. **WebSupport:** Access to Octopus Cloud Support.

3.3. **Support Hours:** Octopus Cloud's support team is available during Octopus Cloud's Normal Business Hours, which are from 8.00am until 5.00pm CET on official working days Monday through Friday excluding public holidays at Octopus Cloud's offices in Zug, Switzerland.

3.4. **Unlimited case logging:** Customer contacts can log as many cases as required to handle the issues arising in their company on the Octopus Cloud's Cloud View.

3.5. **Remote distant Access:** Octopus Cloud support has the technical infrastructure to access Customer's on-prem test and production environment via VPN. Octopus Cloud does strongly recommend such access as this will help the diagnosis.

4. Version Support Policy

Octopus Cloud does support the current Major Version of the on-premises editions of Cloud View plus all historical Minor Versions that have been issued during a period of twelve (12) months prior to the most current Minor Version.

5. Availability

5.1. Octopus Cloud does represent and warrant that the online edition of Cloud View shall during Normal Business Hours weekdays Monday until Friday have a weekly average availability of 98%. For purposes of this section, "Available" means that Customer and its users can access all vital features and functions of the Cloud View online-edition including, but not limited to Customer's data.

5.2. Standard Maintenance Window for scheduled interventions is Saturday from 16:00 CET to Sunday 20:00 CET. During such Standard Maintenance Window, the online edition of Cloud View may not or only partially be available.

5.3. Octopus Cloud will notify Customer of any maintenance interventions that may have an impact on the availability of the online edition of Cloud View (including planned maintenance intervention during the Standard Maintenance Window). Except in cases of emergency, notification will be provided at least one business day prior to such intervention. In cases of emergency, Contracting Party will use its best efforts to notify Licensee of downtime as soon as practicable.

6. Technical Support

6.1. Octopus Cloud shall provide support to Customer with regard to Cloud View and shall seek to resolve or circumvent any defect reported to Octopus Cloud's support organization and/or any queries related to implementation and configuration problems in accordance with the Service Levels specified in section 7.2. Support Service includes e-mail, hot-line and online support, problem investigation, general assistance with regard to implementation and configuration problems, and problem resolution recommendations based on existing knowledge and existing supported product releases and patches, even if such problem is not attributable to an error or malfunction of Cloud View.

6.2. If Octopus Cloud's testing and examination reveal that the alleged defect in Cloud View does not qualify as a support case, i.e. the problem reported is not a consequence of a malfunction or error of Cloud View, Octopus Cloud shall be entitled to charge its efforts to Customer on a time and material basis at the service rates specified in Octopus Cloud's Official Price List.

6.3. If a certain defect does not materially impair the Customer's use of Cloud View, Octopus Cloud reserves the right to either deliver a preliminary workaround or similar solution and/or to solve such issue in the next release of Cloud View delivered to or made accessible to Customer.

6.4. If Customer has subscribed to a software-based on-premises edition of Cloud View, Customer shall as part of the Support Services be entitled to periodically receive or download from Octopus Cloud any new Minor Versions of such software-based edition of Cloud View once made officially available by Octopus Cloud to its entire client base. For the online editions of Cloud View, the provisioning of any new versions, updates, patches, or fixes of Cloud View is included in the Subscription Fee (with the exception specified in section 5.5).

- 6.5. Major Versions of Cloud View will, both for the cloud- and the on-premises edition of Cloud View, normally be made available to Customer against an additional subscription or upgrade fee.
- 6.6. The Customer is strongly recommended to ensure that any of the updates Octopus Cloud will provide with regard to the licensing intelligence of Cloud View will be promptly installed so that Customers can benefit from the latest and most accurate licensing information available.

7. Support Logging

- 7.1. When reporting an error or malfunction to Octopus Cloud, the Customer shall assign one of the following priorities to the item logged with Octopus Cloud support. During the entire error handling process, Octopus Cloud shall have the right to reclassify an item logged, however, such reclassification will only be made after discussion with Customer and subject to Customer's consent, such consent not to be unreasonably withheld or delayed.
- 7.2. Priority level 0 "Emergency" - shall mean that the operating capability of parts or the whole of Cloud View is not available or is so severely impaired that Cloud View cannot reasonably function as intended and the situation is an emergency.
- 7.3. Priority level 1 "High" - shall mean that (a) non-essential functionality of part or the whole of Cloud View is affected or impaired and causes a severe and immediate loss of service to Customer; (b) no reasonable workaround is in the opinion of Customer (after consultation with Octopus Cloud) available, and (c) operating capability of the affected system function is still available in a restricted manner.
- 7.4. Priority level 2 "Medium" - shall mean the problem causes a minor loss of service which is inconvenient to the Customer, but which does not materially affect operating capability. This includes all calls that were originally classified as Emergency or High, but with respect to which Octopus Cloud has provided a workaround that restores functionality to this level and has requested a reclassification.
- 7.5. Priority level 3 - "Non-critical" shall mean all other calls.

8. Service Levels

Service Levels Technical Support

	Reaction Time	Intervention Time (Target)
Priority Level 0	1 hour	1 business day
Priority Level 1	1 hour	2 business days
Priority Level 2	1 hour	5 business days
Priority Level 3	1 hour	in a subsequent release

9. Exclusions

Technical Support provided by Octopus Cloud does not include:

- correcting errors and malfunctions which are not sufficiently documented by Customer and/or which cannot reasonably be reproduced on the standard version of Cloud View;
- correcting errors and malfunctions in versions/releases of Cloud View which are no longer supported by Octopus Cloud as per the Version Support Policy (as specified in section 2);
- correction and evolution of reports designed specifically by the Customer;
- supply of new software modules for which the Customer has not purchased a License;
- provision of new releases of other software which may be necessary to interface with new releases of third-party packages;
- Licensing Support related support requests

- OC Scanner Configuration Support
- Support in analyzing infrastructure requirements
- Feature Requests
- Training
- Expenses for Octopus Cloud activities on the Customer's premises or any premises designated by the Customer, whatever is the cause of the intervention

10. Licensing Consulting Support

10.1. If Customer has elected to subscribe to the Licensing Consulting Support option, Octopus Cloud shall provide the following services:

- Microsoft Licensing Consulting
- Microsoft Contract Consulting
- Microsoft License Compliance Consulting

10.2. Licensing Consulting Support provided by Octopus Cloud does not include:

- SAM Baseline Reviews
- Audit Defense Support
- Training