



## Schedule: Support Policy

This Support Policy Schedule (the “**Support Policy Agreement**”) is incorporated as a schedule to the Master Subscription Agreement or similar agreement by and between the parties (the “**Agreement**”) and is made by and between 360 Cloud Platforms and Customer as identified in the Agreement.

In the event of a conflict between this Support Policy Agreement and the Agreement, the terms and conditions in this Support Policy Agreement shall prevail. All other terms, conditions, provisions, and definitions in the Agreement shall remain in full force and effect.

The individual accepting this Support Policy Agreement acknowledges and accepts that Customer agrees to the terms of this Support Policy Agreement. This Support Policy Agreement is effective as of the date that it or the Agreement it is incorporated into is accepted (the “Effective Date”).

Subject to the terms and conditions of the Agreement and the Support Policy Agreement, and conditioned on Customer’s compliance therewith, during the Subscription Term, 360 Cloud Platforms will provide to Customer the Support Services described below.

### 1. **DEFINITIONS**

1. “**Named Customer Contact**” means the specific individual(s) designated and authorized to act on behalf of the Customer, where Customer refers to any of the following entities that have entered into this Agreement or are otherwise authorized to receive Support Services under it:
  - a. the original equipment manufacturer (“OEM”),
  - b. any reseller, distributor, systems integrator, or similar intermediary authorized to resell, distribute, or otherwise make available the Products or Services,
  - c. any end customer or user that has acquired the right to use the Products or Services through such OEM, reseller, or distributor.

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2. **“Customer Failure”** means Customer’s delay or failure to perform any of its obligations under the Agreement or these Support Terms.
3. **“Error”** means a reproducible failure of the Software to perform in substantial conformity with the specifications set forth in the Documentation, whose origin can be isolated to a single cause.
4. **“Incident”** means a support request that begins when Customer contacts 360 Cloud Platforms to report an Error and ends when 360 Cloud Platforms either (1) Resolves the Error or (2) determines in its discretion that the Error cannot be Resolved.
5. **“Maintenance Release”** means any update, upgrade, release or other adaptation or modification of the Software or Software Services, including any updated Documentation, that 360 Cloud Platforms may provide to Customer from time to time during the Subscription Term, which may contain, among other things, error corrections, enhancements, improvements, bug fixes, patches, security updates, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
6. **“New Version”** means any new version of the Software or Software Services that 360 Cloud Platforms may from time to time introduce and market generally as a distinct licensed product (as may be indicated by 360 Cloud Platforms’ designation of a new version number), and which 360 Cloud Platforms may make available to Customer at an additional cost under a separate written agreement.
7. **“Pack”** means integrations or add-ons that are used within the Software or Software Services to tailor the deployment capabilities to the Customer’s specific needs.
8. **“Open Source Components”** means any software, systems, or other components released under an open-source or substantially similar license provided by or maintained by a third party.
9. **“Priority Level”** means the priority of an Incident or Error. The table in Section 2.4 below defines specific Priority Levels.
10. **“Remote Access Software”** means remote access software necessary for 360 Cloud Platforms to provide the Remote Services to Customer.
11. **“Remote Services”** means the delivery of Services remotely over the

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internet through the use of Remote Access Software.

12. **“Resolve”** means the provision of: (1) Services or Software that, in 360 Cloud Platforms’ discretion, corrects the Error; (2) information to Customer that corrects the Error; (3) information to Customer on how to obtain a solution that corrects the Error; (4) notice to Customer that the Error is caused by a known, unresolved issue or an incompatibility issue with the Software or Software Services; (5) information to Customer that identifies the Error as being corrected by upgrading to a newer release of the Software or Software Services; or (6) notice to Customer that the Error has been identified as arising out of or resulting from a Service Exception (defined below).
13. **“Respond”** or **“Response”** means 360 Cloud Platforms’ initial communication with Customer, whether by telephone, e-mail, online portal, Slack or otherwise, acknowledging Customer’s request for Support Services in connection with a specific Error.
14. **“Severity Level”** means the severity of an Incident or Error. The table in Section 2.4 below defines specific Severity Levels.
15. **“Support Services”** means, in connection with the identification, diagnosis and correction of Errors, the provision of: (1) telephone/e-mail/online portal/Slack assistance; (2) Remote Services; (3) access to technical information on 360 Cloud Platforms’ website for proper use of the Software; (4) Maintenance Releases; and (5) assignment of a 360 Cloud Platforms technical account manager to assist Customer in triage of Errors.
16. **“Third-Party Materials”** means materials and information, in any form or medium, that are not proprietary to 360 Cloud Platforms, including any third party: (1) documents, data, content or specifications; (2) Open Source Components or other software, hardware, system, network or other product, facility, equipment or device; and (3) accessories, components, parts or features of any of the foregoing.

## 2. SCOPE OF SERVICES

1. **Provision of Services.** During the Subscription Term, 360 Cloud Platforms will use commercially reasonable efforts to Resolve any Incidents reported by Customer by providing Support Services pursuant to this Section 2. All Support Services will be provided in English. Support Services are available at <http://support.360cloudplatforms.com/>, 360 Cloud Platforms’ support portal, or by emailing

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[support@360cloudplatforms.com](mailto:support@360cloudplatforms.com). Services will be provided for the duration of Customer's subscription to the applicable Services.

2. **Named Customer Contacts.** Customer shall designate one primary contact and maintain no more than a specified number of Named Customer Contacts for the Support Services. The Named Customer Contacts shall be the sole contacts between Customer and 360 Cloud Platforms in connection with day-to-day matters relating to the provision of Support Services, providing day-to-day consents and approvals on behalf of Customer, and communicating with and providing timely and accurate information and feedback to 360 Cloud Platforms in connection with the Support Services. Incident submission is not limited to Named Customer Contacts; any employee or authorized user of Customer may initiate a support case. Customer shall ensure its Named Customer Contact(s) have the requisite organizational authority, skill, experience, and other qualifications to perform these duties and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.
  
3. **Submission of Support Cases.** A support case may be initiated by any employee or authorized user of Customer submitting an Incident through 360 Cloud Platforms' support portal or support email. All Priority Level One and Priority Level Two Incidents must first be submitted via telephone using the provided support phone number. Any Incident that is submitted to 360 Cloud Platforms without a designated Priority Level, the support case will default to a Priority Three Incident. If 360 Cloud Platforms disagrees with Customer's designation of Priority Level, the parties will meet and resolve the designation in good faith. If the submission relates to Feedback, 360 Cloud Platforms shall treat those tickets as closed once the request has been forwarded internally.

Each support case shall:

- a. designate the Priority Level of the Error;
- b. identify the Customer's account that experienced the Error;
- c. include information sufficiently detailed to allow 360 Cloud Platforms Support to attempt to reproduce the Error (including any relevant error messages); and
- d. provide contact information for the Customer Contact most familiar with the issue.

4. **Priority and Severity Level Definitions.**

Priority & Severity Levels	Definition
Priority Level One /Critical Severity1	Critical production issues: A loss of production capacity No workaround is available
Priority Level Two /High Severity2	An issue that has significant user impact: Operations can continue in a restricted fashion A temporary workaround is available
Priority Level Three /Medium Severity3	An issue that affects non-critical functionality: A workaround is available
Priority Level Four /Low Severity3	General requests: Informational in nature No functionality or business impact

5. **Incident Tier Level.** 360 Cloud Platforms shall assign a Tier Level to each ticket using the table below:

Tier Level	Effort	Examples
Tier Level One Incident	<0.5 hours	General inquiries, FAQs, basic troubleshooting.
Tier Level Two Incident	<3 hours	In-depth troubleshooting, may involve system logs, configs. Technically challenging.
Tier Level Three Incident	<12 hours	Complex issues. Involves code-level analysis, performance tuning, or undocumented issues and discovery. Also covers SEV1 incidents.

6. **Response Time.** 360 Cloud Platforms shall Respond to reported Errors in accordance with the Response time table below:

Incident Level	Initial Response	Ongoing Response
Priority Level One Incident (24x7 coverage)	One (1) hour	As needed
Priority Level Two Incident (8x5 coverage)	Two (2) business hours	As needed
Priority Level Three Incident (8x5 coverage)	One (1) business day	As needed
Priority Level Four Incident (8x5 coverage)	Next business day	As needed

7. **Support Coverage.** 360 Cloud Platforms Support is available during the following times:

Incident Level	Coverage
Priority Level One	24x7x365
Priority Level Two, Three, Four	During ET business hours excluding U.S. Federal Holidays

8. **Remote Services.** Customer acknowledges and agrees that 360 Cloud Platforms may provide Remote Services to Customer to assist in analyzing and Resolving any Incident. Customer agrees to provide 360 Cloud Platforms with access to certain diagnostic, technical, usage and related information, including information about Customer’s computers, systems, network and any Third-Party Materials, relating to or derived from Customer’s use of Software. Customer acknowledges and agrees that 360 Cloud Platforms may collect, maintain, process and use this information in the course of performing the Support Services under this Agreement.

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9. **Subcontractors.** 360 Cloud Platforms may, in its discretion, perform any of the Support Services by or through subcontractors or any other 360 Cloud Platforms personnel.
10. **Included Support Services.** In addition to its definition above, Support Services includes Production Support or, optionally, Solution Support

Included Support Services	
Phone access	Yes
Knowledge-base, forums, articles, and events	Yes
Follow-the-Sun Sev1 Management	Yes
Case Escalation	Yes
Upgrade Questions	Yes
Upgrades	Optional for extra fee
Named Customer Success Contact	Yes

### 3. LIMITATIONS

1. **Incidents.** 360 Cloud Platforms has the sole right to determine in its discretion (1) what constitutes an Incident, (2) the applicable priority level of an Incident, and (3) when an Incident is deemed to be Resolved. 360 Cloud Platforms does not guarantee that any Incident will be Resolved.
2. **Customer Failure.** 360 Cloud Platforms is not responsible or liable for any delay or failure of its performance caused in whole or in part by a Customer Failure. Customer shall promptly remedy any Customer Failures.
4. **EXCLUSIONS.** 360 Cloud Platforms has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following (each a "Service Exception"):

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1. software that is modified or damaged by Customer or any third party;
2. any Third-Party Materials;
3. any negligence, abuse, misapplication or misuse of the Software other than by 360 Cloud Platforms personnel, including any Customer use of the Software other than as specified in the Documentation or expressly authorized in writing by 360 Cloud Platforms;
4. any Customer Failure;
5. the operation of, or access to, Customer's or a third party's system or network;
6. any beta software, software that 360 Cloud Platforms makes available for testing or demonstration purposes;
7. any breach of or noncompliance with any material provision of the Agreement or these Support Terms by Customer; or
8. any force majeure event.
9. With respect to Open Source Components, Customer acknowledges and agrees that 360 Cloud Platforms is not in control of Open Source Component projects or repositories that either 360 Cloud Platforms makes available in connection with the Software or that Customer may independently integrate or incorporate with the Software. 360 Cloud Platforms routinely works with the Open source community to address issues related to such Open Source Components, but cannot guarantee that 360 Cloud Platforms or the relevant open source community or project for an Open Source Component will resolve or remedy any issues. Customer is encouraged to work directly with the relevant Open Source Component community or project for support related to Open Source Components. 360 Cloud Platforms has no obligation to create or maintain any fork of any Open Source Component to remedy an Error or Incident arising from an Open Source Component and Customer acknowledges that any such Errors or Incidents may not be remedied or resolved unless and until the relevant Open Source Community issues an official update or workaround for the relevant Open Source Component. The exclusions and limitations described in this Section are collectively referred to as the "**Open Source Exception.**" Notwithstanding the foregoing, Open Source Components and this Open Source Exception do not apply to any open source software or code that is included as part of the Services and directly maintained and operated as a core part of the services by 360 Cloud Platforms.

## 5. CUSTOMER OBLIGATIONS

1. **Notification.** Customer shall promptly notify 360 Cloud Platforms of any Error and provide 360 Cloud Platforms with reasonable detail of the nature and circumstances of the Error in accordance with the provisions herein.
2. **Environment.** Customer shall set up, maintain and operate in good repair and in accordance with the Documentation all infrastructure and operating environment conditions and components, including all networks, systems and hardware, in or through which: (a) the Software operates; and/or (b) the Customer accesses or uses any of the Support Services.
3. **Access.** In connection with the performance of the Support Services, Customer shall provide 360 Cloud Platforms personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable 360 Cloud Platforms to perform its obligations, and exercise its rights, under and in accordance with the terms and conditions of these Support Terms, including: (1) reasonable, uninterrupted access, both physical and virtual, to the Software and Customer's premises, systems, networks and facilities (if necessary); (2) a safe working environment; (3) reasonable access to the appropriate Customer personnel, including network, systems, operations and applications personnel; and (4) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.
4. **Data Back-up.** Customer agrees to back up all data, files, and information prior to the performance of any Support Services and hereby assumes sole responsibility for any lost or altered data, files or information.
5. **Information.** Customer shall provide 360 Cloud Platforms with all information reasonably requested by 360 Cloud Platforms from time to time relating to Customer's use of the Software, including information on Customer's hardware, network, systems and any related Third-Party Materials.