

Nextcloud Support Program Service Level Terms

This Nextcloud Support Program Service Level Terms (“SPSLT”) for Nextcloud sets out the provisions for support services to be performed by Nextcloud GmbH (“Nextcloud”) in response to support requests issued by the persons of contact of the customer or partner (“Customer”) who are defined in section 9 of this document. Nextcloud will not accept support requests directly from end-users.

1. Definitions

“*Software*” means the Nextcloud Software, an enterprise-ready, multi-platform, package consisting of a server component, desktop clients and mobile apps.

“*Incident*” means an issue, defect or problem with the Software involving a regression in the security, operability or availability of a deployment of the Software as determined solely by Nextcloud. It expressly excludes new features, compatibility with third party software and document formats and improvement to existing functionality. It also excludes any third-party or community apps that are installed additionally to the Software provided by Nextcloud.

“*Time to temporary solution*” means the time between the initial notification of the issue by the Customer, or the discovery of the defect by Nextcloud, and the delivery of a temporary solution.

“*Time to resolution*” means the time between the delivery of a temporary solution and the delivery of a permanent solution.

2. Classification

When the Customer reports an Incident, Nextcloud will first classify the Incident according to its severity and nature. The following classification scheme will be used to categorize Incidents:

Severity level	Description
1	The operation is in production and is mission critical to the business. The product is inoperable and the situation is resulting in a total disruption of work. There is no workaround available.
2	Operations are severely restricted. Important features are unavailable, although work can continue in a limited fashion. A workaround is available.
3	The product does not work as designed resulting in a minor loss of usage. A workaround is available.
4	There is no loss of service. This may be a request for documentation or general information etc.

3. Support Hours

Business hours are defined as:

Monday to Friday from 9AM to 6PM Central European Time (CET)

Depending on the agreed Nextcloud Subscription level, Incidents will have to be reported either through the customer portal, or via email to the address support@nextcloud.com.

4. Reporting an Incident

4.1 When a potentially new Incident is identified, the first step is for the Customer to build a concise and complete statement of the Incident in English. The required information includes:

- The name of the Software component which failed
- The exact version of the component in question
- A complete description of how the problem can be reproduced, along with steps to follow to reproduce the problem
- Expected and actual results
- Relevant browser, server, networking and Nextcloud logs

4.2 If the Incident is only reproducible in conjunction with modifications developed by the Customer, such modifications and the associated documentation necessary to reproduce the problem must be provided before the Incident can be triaged. If the Incident is only reproducible on hardware not available to Nextcloud, the relevant hardware and all supporting infrastructure must be made remotely available to Nextcloud in order to triage and classify the Incident.

4.3 Any documentation and installation data provided by the Customer will be treated as Confidential.

4.4 In order to provide the Customer with the best support possible, Nextcloud requests that the Customer identifies a dedicated point of contact for the Incident who will be available until the Incident is resolved.

5. Response Procedures and Timing

Upon receipt from the Customer of an Incident report, Nextcloud shall take prompt corrective action to remedy the reported Incident and shall work continuously using commercially reasonable efforts to provide at least a temporary workaround or fix (i.e., a patch, temporary release, or update release, which allows end-users to continue to use all functionality of the Software in all material respects) within within the time frames defined below for each subscription level.

For all Incident severity levels, except level 4, Nextcloud shall then use commercially reasonable efforts to provide an official fix or workaround within the time frames defined below for each subscription level.

Basic subscription

Severity level	Time to response	Time to temporary solution	Time to resolution
1	3 working days	3 working days	5 working days
2	3 working days	Within a time period to be mutually agreed on by the parties, but in no event longer than 5 working days	5 working days
3	3 working days	Within a time period to be mutually agreed on by the parties, but in no event longer than 22 working days	22 working days
4	5 working days	Nextcloud may, at its discretion, provide a temporary workaround or fix, and/or provide a permanent update in a future release of the Software or reasonably deny the request	

Standard subscription

Severity level	Time to response	Time to temporary solution	Time to resolution
1	2 working days	3 working days	5 working days
2	2 working days	Within a time period to be mutually agreed on by the parties, but in no event longer than 5 working days	5 working days
3	2 working days	Within a time period to be mutually agreed on by the parties, but in no event longer than 22 working days	22 working days
4	5 working days	Nextcloud may, at its discretion, provide a temporary workaround or fix, and/or provide a permanent update in a future release of the Software or reasonably deny the request	

Premium subscription

Severity level	Time to response	Time to temporary solution	Time to resolution
1	1 working days	3 working days	5 working days
2	1 working days	Within a time period to be mutually agreed on by the parties, but in no event longer than 5 working days	5 working days
3	1 working days	Within a time period to be mutually agreed on by the parties, but in no event longer than 22 working days	22 working days
4	5 working days	Nextcloud may, at its discretion, provide a temporary workaround or fix, and/or provide a permanent update in a future release of the Software or reasonably deny the request	

In case of a **Premium Subscription**, 24/7 email and phone support is available.

With respect to the foregoing, and subject to Customers existing limitation of liability agreed elsewhere, Nextcloud shall work diligently during the support hours to provide the service levels set forth above. The parties understand and agree that a temporary work around or fix shall not constitute the resolution of any such defect.

6. Duration and cancellation

This Agreement starts after its signing, provided the Customer has assigned the services of this Agreement with a written purchase order.

If not otherwise contractually agreed upon, this agreement shall be concluded for a period of 12 months. Period of validity shall be automatically extended by another 12 months, if none of the parties are exercising their rights to terminate the agreement.

Unless stated otherwise, each party may terminate the agreement, without indication of reasons, with 3 months' notice at the end of the minimum period or any extension thereof. All terminations must be made in writing.

The right to extraordinary cancellation remains unaffected.

7. Verification

Nextcloud has the right to verify the Customer's compliance with this Agreement. You agree to: (1) Keep records sufficient to certify Your compliance with this Agreement, and, upon request of Nextcloud, provide and certify metrics and/or reports based upon such records and account for the numbers of users as they may reasonably relate to Your Subscription; and (2) Allow a Nextcloud representative or an independent auditor ("Auditor") to inspect and audit Your (including any subsidiaries or affiliates or contractors with access) computers and records, during Your normal business hours, for compliance with the licensing terms for Nextcloud's Subscription. Upon Nextcloud's and Auditor's presentation of their signed written confidentiality statement form to

safeguard Your confidential information, You shall fully cooperate with such audit and provide any necessary assistance and access to records and computers. If an audit reveals that You have or at any time have had unlicensed use of, or access to the Subscription, You will, within 30 days, purchase sufficient Subscriptions to cover any shortfall without benefit of any otherwise applicable discount and subject to fees reflecting the duration of the shortfall. If a shortfall of 5% or more is found, You must reimburse Nextcloud for the costs incurred in the audit.

8. Contact partners of Nextcloud

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9. Contact partners of Customer

Technical topics

Name:
Telephone:
Fax:
Email:

Name:
Telephone:
Fax:
Email:

Sales topics

Name:
Telephone:
Fax:
Email:

Name:
Telephone:
Fax:
Email:

Signature Nextcloud

Date

Signature Customer

Date