DATAROBOT AVAILABILITY POLICY

This Availability Policy will only apply if Customer has purchased the SaaS version of the Solution, as indicated in the Order. Unless otherwise defined herein, all capitalized terms have the meaning given to them in the DataRobot Master Subscription Agreement ("**Agreement**").

1.   AVAILABILITY

1.1   Definitions

"**Available**" means Customer can:

(a)   log into the Solution (see https://status.datarobot.com/);

(b)   create a Project within the Solution;

(c)   ingest data into its Projects;

(d)   run an AutoPilot (see https://docs.datarobot.com/en/docs/modeling/build-models/build-basic/more-accuracy.html#comprehensive-autopilot_1);

(e)   deploy a chosen Model;

(f)   make predictions based on a deployed Model;

(g)   where applicable, monitor the deployed Model for accuracy and drift.

"**Exclusions**" means any time the Solution is not accessible because of:

(a)   any Scheduled Maintenance performed by DataRobot.

(b)   failure of the internet backbone itself and the network by which Customer connects to the internet backbone;

(c)   any network unavailability outside of the data center located router that provides the outside interface of each of DataRobot's WAN connections to its backbone providers;

(d)   misconfigurations, proxies or firewalls of Customer;

(e)   Customer using, combining or merging the Solution with any hardware or software not supplied by DataRobot or not identified by DataRobot in the Documentation as being compatible with the Solution; or

(f)   Customer's or any third party's use of the Solution in an unauthorized or unlawful manner.

"**Quarterly Uptime**" the percentage of time the Solution is Available in a calendar quarter measured by the following formula: $(n - y)/n * 100$, where:

(a)   "n" is the total number of minutes in a calendar quarter;

(b)   "y" is the total number of minutes in a calendar quarter that the Solution was not accessible to Customer ; and

(c)   "y" will not include any minutes where the Solution was not accessible because of an Exclusion.

1.2   DataRobot shall make the Solution Available to Customer with a Quarterly Uptime of at least 99.95%.

1.3   Quarterly Uptime will be determined by a DataRobot health monitoring system. Notice of availability is provided at https://status.datarobot.com/.

2.   REMEDIES FOR MISSING QUARTERLY UPTIME

2.1   If Quarterly Uptime falls below 99.95% in a calendar quarter, DataRobot shall pay Customer a service credit as follows ("**Service Credit**"):

Availability	Service Credit
97.0% - 99.94%	5 percent of the fees for the affected Solution for the applicable calendar quarter
95.0% - 96.9%	10 percent of the fees for the affected Solution for the applicable calendar quarter
Less than 95%	20 percent of the fees for the affected Solution for the applicable calendar quarter

2.2   To receive Service Credits, Customer shall submit a written request to DataRobot at legal@DataRobot.com within 30 days after the end of the quarter in which Quarterly Uptime was less than 99.9% or Customer's right to receive Service

Credits will be waived. Customer's notice must include the date and time period for each instance where the Solution was not Available and any relevant calculations.

2.3   Such Service Credit will be issued as a credit against any fees owed by Customer for the calendar quarter of the Subscription Term after the request for a Service Credit, or, if Customer does not owe any additional fees, then DataRobot shall pay Customer the amount of the applicable Service Credit within 30 days after the end of the calendar month in which Customer has requested the Service Credit. The remedies stated in this Availability Policy are Customer's sole and exclusive remedy for service interruption or unavailability.

3.   CHANGES TO AVAILABILITY

DataRobot is continually seeking to improve the service it provides to customers, including around service availability. DataRobot shall be entitled to update this Availability Policy at any time and the version applicable will be the then current version. DataRobot will provide no less than 30 days' written notice if any update to the Availability Policy will have a material adverse effect on Customer's use of the Solution or DataRobot's obligations under this Availability Policy. In such circumstances, Customer shall be entitled to terminate the relevant Order by giving written notice to DataRobot within 60 days of the notice date on DataRobot's notice of changes to this Availability Policy. If Customer terminates, DataRobot will promptly provide a pro-rata refund of the license fees that have been paid in advance for the remainder of the Subscription Term for the applicable Solution, calculated from the date of termination.