

## DATAROBOT SUPPORT POLICY

This Support Policy describes the support services provided by DataRobot to Customer. Capitalized terms not defined herein have the meaning defined in the Agreement and the applicable Order.

### 1. SUPPORT

- 1.1. This Clause 1 details the Support provided to Customer.
- 1.2. Customer may contact DataRobot technical support by opening a case via the DataRobot Support Portal ([support.datarobot.com](https://support.datarobot.com)).
- 1.3. Customer shall use the Support Portal to report any Error to DataRobot. Data Robot shall use commercially reasonable efforts, commensurate with the severity of the Error, to correct the Error.
- 1.4. Customer shall conduct reasonable and adequate research with respect to any claimed Error prior to contacting the DataRobot Support Portal. Customer will respond promptly to all reasonable DataRobot requests for information and assistance regarding an Error.
- 1.5. Each reported Error will be logged and assigned a tracking identifier which will be provided to Customer. Customer may suggest the severity level when submitting an Error. DataRobot shall be entitled to adjust the severity based on the definitions in Clause 1.6. Any support for Upgrades will be designated as Severity 3.
- 1.6. DataRobot shall use commercially reasonable efforts to provide a solution or an action plan to correct any reported Error as follows, which may include the requirement Upgrading with a software release then available under Maintenance (and where Customer does not wish pursue such required Upgrading, DataRobot’s support obligations will be limited to assisting with queries related to matters covered by the Documentation, including providing assistance to restore the Solution to a previously functioning state, and requests respond to queries regarding to the installation of Upgrades:

SEVERITY LEVEL	SEVERITY DEFINITION	DATAROBOT RESPONSIBILITIES	CUSTOMER RESPONSIBILITIES
Severity 1	A condition in which all or a critical portion of the Solution is not operating.	Resources available 24x7 until a resolution or workaround is in place.	Designated resources available 24x7 until a resolution or workaround is in place. Ability to provide necessary diagnostic information.
Severity 2	A condition in which the Solution is degraded, but there is some capacity to operate the Solution by a majority of Customer’s users.	Resources available Monday through Friday during Business Hours until a resolution or workaround is in place.	Resources available Monday through Friday during local Business Hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.
Severity 3	A condition whereby Customer has experienced a partial, non-critical loss of functionality of the Solution.	Resources available Monday through Friday during Business Hours until a resolution or workaround is in place.	Resources available Monday through Friday during Business Hours until a resolution or workaround is in place.
Severity 4	A condition whereby functionality of the Solution is not affected, but a change is desired solely for aesthetic, “look and feel,” or similar reasons.	Solid understanding of Customer request documented in DataRobot systems for review by Product Management.	Use cases for the feature request and specifics on requested functionality

SEVERITY LEVEL	INITIAL RESPONSE TARGET	UPDATE FREQUENCY TARGET
Severity 1	within 1 hour	continuous effort with written updates every 4 hours
Severity 2	within 2 Business Hours	updated every Business Day
Severity 3	within 8 Business Hours	updated every 3 Business Days
Severity 4	within 2 Business Days	n/a; feature request

- 1.7. For a Severity 1 Error, the parties agree to activate a management call-out and escalation list for the purpose of problem resolution.
- 1.8. With Customer's written permission, DataRobot may access error logs and application logs held by Customer for the sole purpose of providing proactive support and fixes to the affected Solution. This may require a connection to Customer's system, or Customer can establish a means of getting this information to DataRobot personnel in a manner conducive to providing efficient support (e.g. posting logs to a secure ftp site).

## 2. MAINTENANCE

- 2.1. This Clause 2 details the Maintenance provided to Customer.
- 2.2. DataRobot shall make Upgrades available to Customer without additional charge.
  - (a) For the on-premise (Self-Managed) version of the Solution:
    - (i) Customer may download and install an Upgrade once the Upgrade is released.
    - (ii) DataRobot will provide Maintenance Releases of the Solution for each LTS Release of the Solution until the date of the next LTS Release. DataRobot usually provides one LTS Release per year. DataRobot may, in its sole discretion, provide Maintenance Releases for an LTS Release of the Solution beyond the date of the next LTS Release.
    - (iii) DataRobot will provide Critical Patch of the Solution for non-LTS Releases until the next Non-LTS Release.
  - (b) For the SaaS version of the Solution:
    - (i) DataRobot shall be entitled to perform maintenance to the Solution or any elements of its hardware or infrastructure as DataRobot deems necessary for the provision of the Solution and Upgrades will be automatically applied to the Solution.
    - (ii) DataRobot shall give Customer no less than 14 days' notice of any scheduled Maintenance ("**Scheduled Maintenance**") and as much notice as possible for any other maintenance. Notice of Scheduled Maintenance will be given at <https://status.datarobot.com/>. Customer can subscribe to email updates to the page using the subscribe function on the page. Where due in accordance DataRobot's reasonable assessment, DataRobot may from time to time provide emergency maintenance. Scheduled Maintenance and emergency maintenance are collectively referred to as "**Preventive Maintenance**".
    - (iii) During Maintenance, Customer may not be able to access the Solution. DataRobot shall use commercially reasonable efforts to keep the frequency and duration of impeded access during Maintenance to a minimum.
- 2.3. DataRobot shall be entitled to update the Documentation to reflect Upgrades or at any other time for any other reason.

## 3. EXCLUSIONS

- 3.1. This Support Policy does not apply: (a) for any software, equipment, or solutions not purchased from DataRobot; and (b) where Customer is in material breach of this Agreement or payment is overdue for any undisputed invoice.
- 3.2. DataRobot does not provide Maintenance nor Support: (a) for any customizations of the Solution nor any scripts, extensions, APIs or similar that are created for Customer unless agreed otherwise in writing; nor (b) for any Third Party Product.
- 3.3. To help Customer cater for backward compatibility of Models for the on-premise (Self-Managed) version of the Solution, DataRobot may, at its sole discretion, give Customer an option to pin runtime for existing and legacy Models. Where DataRobot has provided such option, and Customer has opted into pinning runtime, DataRobot shall not be responsible to provide fixes and security updates of the pinned runtime if such pinned runtime is not the most recent runtime version provided with the Solution.

## 4. DEFINITIONS

<b>Business Day</b>	means Monday through Friday (Customer local time), excluding public holidays in the country where Customer is based.
<b>Business Hours</b>	means the time between 09:00 (9:00 a.m.) to 17:00 (5:00 p.m.) (Customer local time) on Business Days.
<b>Critical Patch</b>	means any Non-LTS Release of the Solution designated by DataRobot as addressing a critical issue, and provided when deemed necessary by DataRobot in its sole discretion.
<b>DataRobot Support Portal</b>	means the portal provided by DataRobot on <a href="https://support.datarobot.com">support.datarobot.com</a> .
<b>Error</b>	means any failure of the Solution to operate in accordance with its Documentation.
<b>LTS Release</b>	means any release of the Solution designated as such by DataRobot in its sole discretion in the Documentation.

<b>Maintenance Release</b>	means an Upgrade to the Solution bringing fixes and security updates to an existing release.
<b>Non-LTS Release</b>	means any software release of the Solution that is not an LTS Release; Non-LTS Releases do not receive Maintenance Releases.
<b>Severity</b>	means 'Severity 1'; Severity 2'; Severity 3'; and/or 'Severity 4' (as applicable) as defined in the column titled 'Severity Definition' of the table in Clause 1.6.
<b>Support Contact</b>	means Authorized Users registered in the DataRobot Support Portal account.
<b>Upgrade</b>	means any new version, update, and upgrade of the Solution made generally available to DataRobot's customer base.

## 5. CHANGES TO SUPPORT POLICY

DataRobot is continually seeking to improve the service it provides to customers, including technical support. DataRobot shall be entitled to update this Support 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 Support Policy will have a material adverse effect on Customer's use of the Solution or DataRobot's obligations under this Support 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 Support 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.