DATAROBOT MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "**Agreement**") between **DataRobot, Inc.**, a Delaware corporation, with its principal place of business located at 225 Franklin Street, 13TH Floor, Boston, Massachusetts 02110, USA ("**DataRobot**") and the customer stated in the Order (as defined in Section 1 ("**Customer**") is effective as of the date DataRobot accepts the Order (the "**Effective Date**").

This Agreement supersedes any other agreement (including any click-through or electronic agreements within the Solution) between DataRobot and Customer with respect to the Solution. This Agreement applies to all future purchases of DataRobot software and services by Customer unless expressly agreed otherwise by Customer and DataRobot.

1   DEFINITIONS

Affiliate means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a wholly owned subsidiary of such party, where "**control**" means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.

Authorized Users means the employees, agents and independent contractors of Customer and of its Affiliates.

Customer Data means any code or data which is uploaded into the Solution by or on behalf of Customer (including by DataRobot).

Documentation means the technical documentation for the Solution that is included in the version of the Solution accessed by Customer, including all additions and modifications made by DataRobot from time to time in accordance with this Agreement.

Maintenance means the services and updates to the Solution as described in DataRobot's Support Policy available at https://www.datarobot.com/legal/Support.

Model has the meaning given at https://docs.datarobot.com/en/docs/glossary/index.html#modelsmodeling.

Order means each order, order form or statement of work for the purchase of software or services from DataRobot.

Professional Services means training, enablement and/or other professional services.

Project has the meaning given at https://docs.datarobot.com/en/docs/glossary/index.html#project.

SaaS (software as a service) means software hosted in and delivered from DataRobot's managed cloud environment; "**on-premise**" means a version of the Solution that is either deployed in the Customer's data center, or in the Customer's virtual private cloud.

Solution means the DataRobot software products stated in the Order including all additions and modifications made by DataRobot from time to time in accordance with this Agreement.

Subscription Term means the period of Customer's subscription to the Solution that is stated in the Order.

Support means the technical support services described in DataRobot's Support Policy available at https://www.datarobot.com/legal/Support.

2   ORDERING AND LICENSE GRANT

2.1   This Agreement governs each Order unless the parties expressly agree otherwise in writing. Each Order will form a separate contract between the parties and will be deemed to be subject to the terms set out in this Agreement except to the extent that the Order provides for different or varied terms.

2.2   Subject to the terms of this Agreement, DataRobot grants to Customer, for the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use the Solution together with the Documentation, for its internal business use and the purpose of the Solution as described in the Documentation.

3   AUTHORIZED USERS

3.1   Customer may permit its Authorized Users to use the Solution for the same purposes permitted for Customer under Section 2.2 provided that:

(a)   only Customer may bring actions against DataRobot for any losses, damage or liabilities suffered or incurred by any Affiliate or Authorised User and Customer shall procure that no Affiliate or Authorised User commences or maintains any claim against DataRobot for any matter arising in connection with this Agreement (whether founded on breach of contract or tort or any other legal theory); and

(b)   Customer shall procure that all Authorized Users comply with the terms of this Agreement and shall remain liable for all acts and omissions of its Affiliates or Authorized Users.

4   RESTRICTIONS ON USE

Customer shall not, and shall not permit any third party to, except as permitted under this Agreement:

(a)   use the Solution other than in accordance with the Documentation;

(b)   attempt to copy (other than for backup purposes where this is not an agreement for SaaS), modify, create derivative works from, or distribute any part of the Solution;

(c)   attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Solution except to the extent the law in Customer's or an Affiliate's jurisdiction permits this where necessary for the purposes of integrating the operation of the Solution with the operation of other software or systems used by Customer or that Affiliate. Before carrying out such action, Customer shall give DataRobot no less than 30

days' written notice and the exception will not apply if DataRobot is prepared to carry out such action at a reasonable commercial fee or provides the information necessary to achieve such integration within a reasonable period;

(d) access any part of the Solution in order to build a competing product or service;

(e) use the Solution to provide services to third parties;

(f) license, lease, transfer, assign, disclose, or otherwise commercially exploit the Solution; or

(g) modify any proprietary rights notices that appear in the Solution.

5   EVALUATION USE

5.1   Customer may receive access to the Solution (or Solution features) as a no-fee, trial, alpha, beta or early access offering ("**Evaluation Software**"). Unless otherwise agreed, use of the Evaluation Software is only for Customer's internal evaluation for 30 days from the date Customer is first granted access to the Evaluation Software.

5.2   Any Models generated by Customer using the Evaluation Software may only be used to evaluate the features and functions of the Evaluation Software and not used to make decisions on any other Customer business issues. Upon conclusion of the evaluation, Customer shall cease use of and delete the Evaluation Software and all such Models unless Customer purchases the Solution within three months of access to the Evaluation Software ending.

5.3   DataRobot shall be entitled to cancel Customer's access to the Evaluation Software or modify the Evaluation Software at any time. No warranty, availability, Maintenance or Support obligations of DataRobot will apply to Evaluation Software.

5.4   Customer agrees to provide feedback related to the Evaluation Software as reasonably requested by DataRobot. Customer grants to DataRobot, without charge, the fully paid-up, perpetual right to exploit such feedback for development of its business, products and services so long as such exploitation does not identify Customer as the source of the feedback. The Evaluation Software is subject to the terms of Section 4 (Restrictions on Use) to the same extent as the Solution.

5.5   Other than for a breach of Section 4 (Restrictions on Use), and subject to Section 16.4 (Liability which cannot be excluded), each party's liability in connection with Customer's use of any Evaluation Software will be $25,000.

6   SUPPORT, MAINTENANCE AND AVAILABILITY

6.1   DataRobot shall provide Support and Maintenance.

6.2   If Customer has purchased access to the Solution as SaaS, DataRobot shall comply with the DataRobot Availability Policy available at https://www.datarobot.com/legal/Availability.

7   PROFESSIONAL SERVICES

7.1   DataRobot shall provide Professional Services as described in an Order. Where DataRobot provides any other services at Customer's request in connection with an Order, such services shall be deemed to be Professional Services and chargeable at the rate given in the Order for such services or, where no rate is given, at the rate agreed to by the parties in advance.

7.2   Professional Services will be performed Monday through Friday, excluding national holidays, during working hours, in the location where the Professional Services are to be performed by DataRobot.

7.3   DataRobot grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use any training and other informational materials provided during or created in the performance of the Professional Services to the extent necessary to enable Customer's use of the Solution in accordance with the terms of this Agreement. Unless otherwise agreed in writing, if not used, pre-purchased Professional Services and expenses expire 12 months after the date of purchase.

7.4   Customer shall provide reasonable access, cooperation and information as necessary to permit DataRobot to perform the Professional Services.

7.5   While on Customer premises, DataRobot personnel shall comply with any rules or policies of Customer that are made available to them in writing.

7.6   Customer will be charged at cost for travel and expenses incurred in providing the Professional Services (if any) unless stated otherwise on the Order.

8   EXPORT

Each party will comply with applicable laws and regulations governing the export, re-export, and transfer of the Solution and will obtain all required local and extraterritorial authorizations, permits or licenses.

9   TERM AND TERMINATION

9.1   This Agreement starts on the Effective Date and will continue until terminated in accordance with its terms.

9.2   Each Order shall continue for the Subscription Term unless terminated earlier in accordance with the terms of this Agreement.

9.3   Either party shall be entitled to terminate this Agreement and any or all Orders:

(a) for any material breach not cured within 30 days following written notice of the breach; or

(b) immediately upon written notice if the other party becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

9.4   DataRobot shall be entitled to immediately terminate this Agreement and any or all Orders upon written notice:

(a) upon Customer's breach of Section 4(c) (Restrictions on Use) and Section 12.5 or 12.6(a)(Customer Data); or

(b) if it believes that it is no longer legal or desirable to continue to operate its business or to offer the Solution

for use in or access from the country where Customer is using or accessing the Solution.

9.5 Except as otherwise set out in this Agreement, this Agreement and any applicable Orders are non-cancellable and all fees are non-refundable.

9.6 On termination or expiry of this Agreement for any reason:

(a) this Section 9.6, Section 11 (Proprietary Rights), Section 13 (Confidentiality), Section 16 (Limitation of Liability), Section 20 (Entire Agreement) and Section 22 (General) will survive alongside any other clauses that are intended to survive termination or expiration or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement;

(b) all licenses granted under this Agreement will immediately terminate and Customer shall immediately cease use of the Solution;

(c) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination which existed at or before the date of termination will not be affected.

9.7 Termination or expiry of an Order shall not affect the validity of any other Orders or this Agreement.

10 FEES, PAYMENT AND TAXES

10.1 The fees for Maintenance and Support are included in the fees for the Solution.

10.2 All fees are exclusive of any sales, excise, export, import, value added or similar tax ("**Tax**"). DataRobot shall show any applicable Tax as a separate item on its invoice to Customer.

10.3 Customer will be invoiced for the fees for the Solution, Professional Services and any applicable Tax annually in advance unless otherwise set out in the Order. Customer shall pay invoices within 30 days of the invoice date unless disputed in good faith.

10.4 All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding.

10.5 Following no less than 14 days' written notice, DataRobot may suspend Customer's access to Support, Maintenance and the Solution if any payments are not received within 60 days of the date of invoice that has not been disputed in good faith on objectively reasonable grounds.

11 PROPRIETARY RIGHTS

11.1 The Solution and Documentation are the proprietary intellectual property of DataRobot and its licensors. Subject to any license granted in this Agreement, DataRobot retains sole and exclusive ownership of all right, title, and interest in and to the Solution, Documentation and any other technology used to provide them.

11.2 All enhancements, modifications, corrections and derivative works that are made in or through the Solution will be

considered part of the Solution for the purposes of this Agreement and will be owned by DataRobot.

11.3 Customer retains all rights, title and interest in any (i) Customer Data, (ii) Models created by Customer and (iii) predictions data generated by Customer through processing Customer Data through the Solution.

11.4 DataRobot will own any intellectual property rights in anything provided or created by it in the performance of the Professional Services.

12 CUSTOMER DATA

12.1 The parties shall comply with DataRobot's Information Security Policy available at https://www.datarobot.com/legal/Information_Security as well as DataRobot's Data Processing Policy available at https://www.datarobot.com/legal/Data_Processing.

12.2 Customer shall comply with all laws and regulations applicable to its use of the Solution.

12.3 DataRobot shall only process Customer Data as necessary to perform its obligations under this Agreement.

12.4 Customer represents and warrants that it has the necessary rights and permissions to provide the Customer Data to DataRobot.

12.5 Customer shall not use or allow others to use the Solution:

(a) for any illegal or fraudulent activity;

(b) to violate the rights of others;

(c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm;

(d) for any content or activity that promotes child sexual exploitation or abuse;

(e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; and

(f) in violation of the DataRobot AI Policy available at https://www.datarobot.com/legal/AI_Policy.

12.6 Subject to Section 12.7, where Customer is using the Solution as SaaS, Customer shall not import or allow others to import into the Solution any:

(a) trojan horse, worm, virus or other code which does not serve a legitimate purpose, and which is designed to be destructive, disabling or harmful or enables unauthorized access to, or disclosure or corruption of information or software;

(b) data regulated by the Payment Card Industry Data Security Standards, or other financial account numbers or credentials;

(c) information regulated by the U.S. Health Insurance Portability and Accountability Act (unless expressly permitted in the Order, in which case the Business Associate Agreement referenced in DataRobot's Information Security Policy shall apply);

(d) social security numbers (or local equivalent), driver's license numbers or other government ID numbers;

(e) sensitive personal data (including special categories of personal information under CPRA, and special categories of personal data defined under Article 9 and criminal offence data defined under Article 10 of the E.U. and U.K. General Data Protection Regulation);

(f) personal data of individuals under 16 years old;

(g) information subject to regulation or protection under the U.S. Gramm-Leach-Bliley Act, U.S. Children's Online Privacy Protection Act or similar foreign or domestic laws; or

(h) content that violates a third party's intellectual property rights.

12.7 Personal data listed in 12.6 (b) to (g) that has been anonymized in accordance with the applicable regulatory regime may be imported into the SaaS Solution.

12.8 For the SaaS version of the Solution, DataRobot shall be entitled to delete any Customer Data or suspend Customer's access to the Solution:

(a) where Customer is in breach of Section 12.5 or 12.6;

(b) where removal or blocking of the Customer Data is necessary to protect the security, or integrity of the Solution, DataRobot, or any third party; or

(c) in order to respond to law enforcement or any other governmental authority.

12.9 DataRobot shall provide written notice of any action taken in accordance with Section 12.8 as soon as possible unless prohibited by applicable law. DataRobot shall use reasonable endeavours to delete the offending Customer Data without suspending access to the Solution. If access to the Solution is suspended, DataRobot shall reinstate Customer's access as soon as possible after the offending Customer Data has been deleted.

13   CONFIDENTIALITY

13.1 "**Confidential Information**" means all information of a party or its Affiliates ("**Discloser**") disclosed to the other party ("**Recipient**") that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure.

13.2 The Recipient shall:

(a) not use the Discloser's Confidential Information for any purpose outside of this Agreement;

(b) not disclose such Confidential Information to any person or entity other than on a need-to-know basis;

(c) ensure that anyone Confidential Information is disclosed to is bound by written obligations of confidentiality in place with the Recipient; and

(d) use reasonable measures to protect the confidentiality of such Confidential Information.

13.3 If the Recipient is required by applicable law, court order or the rules of a stock exchange on which it is listed to make any

disclosure of such Confidential Information, it will first, if legally permitted, give written notice to the Discloser. To the extent within its control, the Recipient shall permit the Discloser to intervene in any relevant proceedings to protect its interests in its Confidential Information.

13.4 Confidential Information will not include information that the Recipient can show:

(a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure;

(b) is or becomes publicly known through no breach of this Agreement;

(c) is independently developed without the use of the other party's Confidential Information; or

(d) is rightfully obtained from a third party without breach of any confidentiality obligation.

13.5 The Recipient acknowledges that unauthorized disclosure of the Discloser's Confidential Information could cause substantial harm to the Discloser for which damages would not be an adequate remedy.

14   WARRANTIES

14.1 DataRobot warrants that:

(a) during the first 90 days following the date of the applicable Order, the Solution will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable software version;

(b) the Solution is not subject to any "copyleft" or other obligation or condition that requires the disclosure, licensing or distribution of the Solution or any Customer software used in conjunction with the Solution (including any source code);

(c) it shall comply with all laws applicable to the operation of its business; and

(d) the Professional Services will be provided in accordance with good industry standards by appropriately qualified personnel using reasonable skill and care.

14.2 In the event of a breach of Section 14.1(a), Customer's sole and exclusive remedy is that DataRobot shall use commercially reasonable efforts to correct any reproducible nonconformity. If such efforts are unsuccessful within 30 calendar days of written notice from Customer, Customer may terminate the license to the affected Solution. DataRobot shall then 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.

14.3 The warranty in Section 14.1(a) will not apply to the extent any non-conformance is caused by:

(a) Customer using the Solution with an application or in an environment other than as described in the Documentation; or

(b) modifications made to the Solution that were not made by DataRobot, DataRobot's authorized representatives or with the express written authorization of DataRobot.

14.4 Customer acknowledges that the accuracy of the Models created by the Solution is dependent on the Customer Data used to build the Models. DataRobot gives no warranty as to the accuracy, correctness, or completeness in live operation of any Model used by the Solution or predictions made by the Solution.

14.5 DataRobot only gives the express warranties in this Agreement. All other conditions, warranties or other terms which might have effect or be implied or incorporated into this Agreement whether by statute, common law or otherwise are excluded to the fullest extent permitted by law.

15 INDEMNIFICATION

15.1 Subject to Section 15.3, DataRobot agrees to defend, at its cost, Customer against (or, at DataRobot's option, settle), any third party claim to the extent such claim asserts that the Solution infringes or misappropriates any patent, copyright, trademark or trade secret of that third party and DataRobot shall pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such claim.

15.2 If the use of the Solution is, or in DataRobot's sole opinion is likely to become, subject to such a claim, DataRobot shall be entitled to:

(a) replace the applicable Solution with functionally equivalent non-infringing technology;

(b) obtain a license for Customer's continued use of the applicable Solution; or

(c) terminate this Agreement or the license to the infringing Solution and 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.

15.3 The indemnity in Section 15.1 will not apply:

(a) if the Solution is modified by anyone other than DataRobot;

(b) if the infringement is caused by Customer combining the Solution with non-DataRobot applications, code, or products;

(c) in the event of continued use of an infringing version of the Solution after DataRobot has provided a non-infringing version; or

(d) to the extent breach of this Agreement caused the infringement claim.

15.4 The foregoing will be Customer's sole remedy for any claim of infringement of third party intellectual property rights.

15.5 Customer agrees to defend, at its cost, DataRobot against any third party claim arising from Customer's breach of Sections 12.5, 12.6 or 19 and Customer shall pay all costs and damages finally awarded against DataRobot by a court of competent jurisdiction because of any such claim.

15.6 An indemnifying party's obligations under this Section 15 only apply if:

(a) the other party notifies the indemnifying party of the indemnification claim in writing as soon as possible once it becomes aware of the claim;

(b) the indemnified party makes no admission of liability or fault;

(c) the indemnifying party is given sole control over the defense of the claim and settlement of it; and

(d) the indemnified party provides all reasonable assistance to the indemnifying party.

16 LIMITATION OF LIABILITY

16.1 Subject to Section 16.4, except for any loss or damage to Customer caused directly by the Solution's failure to operate in accordance with the Documentation, DataRobot shall have no liability related to Customer's reliance on predictions made by the Solution.

16.2 Subject to Section 16.4, in no event will either party be liable for any: (a) loss of revenues or profits; (b) loss of or damage to business reputation; (c) loss of use or business interruption; (d) loss of wasted management time or staff time; (e) loss of data; or (f) indirect, incidental, special, punitive or consequential damages, whether in an action in contract or tort (including negligence), even if the other party has been advised of the possibility of such damages.

16.3 Subject to Sections 16.1, 16.2 and 16.4, each party's liability for any damages payable to the other party or, in the case of DataRobot, liability for damages payable to Customer or in respect of any Affiliate, (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise) under or in connection with this Agreement and all Orders shall be limited as follows. Each party's liability for damages in any complete calendar year following execution of this Agreement will not exceed 100% of the total fees paid (plus fees payable) to DataRobot during the immediately preceding calendar year. In respect of any damages becoming payable in respect of the first such calendar year, the sum shall be the total amount payable in the first year of the Subscription Term.

16.4 Nothing in this Agreement will limit or exclude either party's liability for:

(a) death or personal injury caused by its negligence;

(b) gross negligence or willful misconduct;

(c) its obligations under Section 15 (Indemnity);

(d) in the case of Customer, for: (i) breach of Sections 4 (Restrictions on Use) or 12.5 or 12.6 (Customer Data), and (ii) payment of fees;

(e) any matter which by law may not be excluded or limited.

17 RESELLERS

17.1 If Customer makes any purchases through an authorized partner of DataRobot ("**Partner**"):

(a) instead of paying DataRobot, Customer will pay the applicable amounts to the Partner, as agreed between Customer and the Partner; and

(b) Customer order details (e.g., the Solution Customer is entitled to use, how Customer's entitlements are measured, the Subscription Term, etc.) will be as stated in the order placed between Partner and Customer and communicated to DataRobot.

17.2 Partners are not authorized to modify this Agreement or make any promises or commitments on DataRobot's behalf, and DataRobot is not bound by any obligations to Customer other than as set out in this Agreement or in writing by an authorized DataRobot representative.

17.3 The amount paid or payable by the Partner to DataRobot for Customer's use of the applicable Solution under this Agreement will be deemed the amount paid or payable under this Agreement for purposes of calculating the liability cap in Section 16.3 (Limitation of Liability) and any pro-rata refunds.

18 DATAROBOT DATA

18.1 When Customer uses the Solution DataRobot may collect, and process data related to the use of the Solution as detailed in this Section 18. To the extent that this data includes personal data, DataRobot is a data controller under the GDPR and the UK GDPR and complies with applicable privacy laws and DataRobot's Privacy Policy found at https://www.datarobot.com/privacy/.

18.2 User Metrics: Where Customer uses the SaaS version of the Solution, DataRobot may automatically collect and analyze data about customers' usage of the Solution using the User Activity Monitor (see https://docs.datarobot.com/en/docs/admin/for-admins/users/main-uam-overview.html for description of User Activity Monitor). This data includes technical logs, frequency of logins, number of Models deployed, and feature usage and engagement. For a full list of all data points collected through the User Activity Monitor, please see User Activity Monitor Report Types at https://docs.datarobot.com/en/docs/admin/for-admins/users/main-uam-overview.html (collectively "**User Metrics**"). When Customer uses the on-premise version of the Solution, DataRobot can only analyze User Metrics if provided to us by an individual user, or the organisation for which the individual works. The User Activity Monitor is also accessible to Customer's admin user so that Customer may review its own User Metrics. Where Customer uses the SaaS version of the Solution, in addition to the data points collected through the User Activity Monitor, DataRobot may collect user interaction and navigation data, including clickstream and mouse tracking. When DataRobot uses User Metrics for any purposes other than those described in the Privacy Policy, it is anonymized of personal data and Customer Data in accordance with applicable law.

18.3 Metadata: Where Customer uses the SaaS version of the Solution, DataRobot may automatically collect and analyze data that describes a customer's Customer Data, Models and Projects. This includes data points such as dataset summary statistics, dataset size, Project type, Model accuracy metrics, run times, Project and Model flags or errors, specific Models and blueprints run, and the parameters of such Models and blueprints. (See https://docs.datarobot.com/en/docs/glossary/index.html#blueprint) for description of "blueprints") (collectively

"**Metadata**"). When Customer uses the on-premise version of the Solution, DataRobot can only analyze Metadata if provided to us by an individual user, or the organisation for which the individual works. Metadata is always anonymized of personal data and Customer Data.

18.4 Contact Data: DataRobot collects personal data from employees and personnel of its customers (including Customer) while doing business with them, including as necessary for access to the Solution and Support. Contact data collected includes contact information and employment information such as employer and job title. Contact data is used for administrative and account management purposes, to provide and bill for the Solution, advise customers of new products and product updates, and comply with our contractual and legal obligations. Contact data is processed in accordance with our Privacy Policy.

19 GENERATIVE AI; THIRD PARTY PRODUCTS

19.1 To the extent the Order includes a DataRobot generative AI product, Customer may be granted limited access to large language models, vector databases or other third party products (each a "**Third Party Product**"). DataRobot provides access to Third Party Products for convenience so Customer may evaluate them for potential purchase from the respective provider.

19.2 Third Party Products:

(a) are not DataRobot products;

(b) do not constitute part of the Solution;

(c) may change during the Subscription Term; and

(d) are subject to availability from providers.

19.3 DataRobot provides no warranties related to any Third Party Products and expressly disclaims any liability arising from, or in connection with, any Third Party Products.

19.4 Customer agrees to comply with the Third Party Product usage restrictions set forth in the DataRobot AI Policy available at https://www.datarobot.com/legal/AI_Policy.

20 ENTIRE AGREEMENT

20.1 This Agreement and any documents referred to in it are the complete and exclusive statement of the parties' agreement and supersede all proposals or prior arrangements, understandings or agreements between the parties relating to the subject matter of this Agreement.

20.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance, understanding or warranty (whether in writing or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

21 NOTICES

21.1 All notices required to be given under this Agreement shall be in writing and delivered by hand, email, first class prepaid mail or recorded delivery mail.

21.2 Notices for DataRobot shall be sent to legal@datarobot.com or DataRobot Inc., 225 Franklin St.; 13th Floor, Boston, MA 02110, U.S.A., Attn: Legal.

21.3 Notices for Customer shall be sent to the bill to address on the Order or address at the top of this Agreement.

21.4 Notice will be deemed given:

(a) when received, if delivered by hand or email; or

(b) the next business day after it is sent, if sent by first class prepaid mail or recorded delivery;

(c) five business days following postage if sent internationally.

22 GENERAL

22.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights for a third party to enforce any term of this Agreement.

22.2 If this Agreement conflicts with any of the terms of any Order, then the terms of the Order will control solely with respect to the Solution and Professional Services covered by the Order. Any purchase orders issued by Customer shall be deemed to be for Customer's convenience only and, notwithstanding acceptance of purchase orders by DataRobot, shall in no way change, override, or supplement this Agreement.

22.3 Any waiver or modification of the provisions of this Agreement will only be effective if in writing and signed by both parties.

22.4 If the whole or any part of a provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will be unaffected. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22.5 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

22.6 DataRobot is an independent contractor and not an employee of Customer. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer or employee of the other party.

22.7 Neither party may assign this Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed, provided that either party may assign any of its rights and/or obligations herein to any of its Affiliates; or to any entity that acquires all or substantially all of its assets, provided always that the assignee is in a position to discharge the obligations of the assignor.

22.8 Neither the Uniform Commercial Code (UCC), the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply to this Agreement.

22.9 As defined in U.S. Federal Acquisition Regulation (FAR) section 2.101, the Solution and Documentation are "commercial items" and according to U.S. Defense Federal Acquisition Regulation Supplement (DFARS) section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

22.10 Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control including acts of any government or government agency such as blocking internet traffic or any webpage (each a "**Force Majeure Event**"). The time for performance will be extended for a period equal to the duration of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, then either party may terminate the relevant Order by giving written notice to the other party.

22.11 Customer agrees that DataRobot may refer to Customer by its trade name and logo, and may briefly describe Customer's business, in DataRobot's marketing materials and website.

22.12 DataRobot shall maintain, throughout the term of the Agreement and with a reputable insurance provider, insurance coverage that is commercially reasonable relative to its obligations under the Agreement. Upon written request, DataRobot shall provide to Customer evidence of such insurance.

22.13 Each party represents that its signatory whose signature appears below is duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

Except as may be stated in relation to any SCCs (as defined in DataRobot's Data Processing Policy) agreed by the parties in respect of the international transfer of Personal Data under DataRobot's Data Processing Policy, this Agreement and any dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation will be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and will be subject to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts. Each party consents to the exclusive personal jurisdiction and venue of such courts