

## DATAROBOT SUPPORT POLICY

This Support Policy describes the support services provided by DataRobot to Customer.

### 1. DEFINITIONS

“**Business Day**” means Monday through Friday (Customer Local Time), excluding public holidays in the country where Customer is based.

“**Business Hours**” means 9:00 a.m. to 5:00 p.m. (Customer Local Time) on Business Days.

“**GA Release**” means the current generally available Major Release of the Solution plus the previous Major Release (e.g. Vers. 7.2 and 7.1).

“**LTS Release**” means each x.1 release of the Solution;

“**Maintenance Release**” means an Upgrade to the Solution bringing fixes and security updates to an existing Major Release;

“**Major Release**” means each new release of the Solution where the number after the decimal point changes e.g. Vers 7.1, 7.2.

“**Support Contact**” means Authorized Users registered in the DataRobot Support Portal account.

“**Upgrades**” all new versions, updates, and upgrades of the Solution made generally available to DataRobot’s customer base.

### 2. TECHNICAL SUPPORT CONTACT INFORMATION

The number of Support Contacts that may contact DataRobot technical support will be as set out in the Order. If the Order contains no limit, the number of Support Contacts will be unlimited. Customer’s Support Contacts may contact DataRobot technical support by opening a case via the DataRobot Support Portal ([support.datarobot.com](https://support.datarobot.com)).

### 3. SUPPORT SERVICES OBLIGATIONS

- 3.1 Customer shall use the DataRobot Support Portal to report any failure of the Solution to operate in accordance with its Documentation (“**Error**”). DataRobot shall use commercially reasonable efforts, commensurate with the severity of the Error, to correct the Error.
- 3.2 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.
- 3.3 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 Paragraph 3.5. Any support for Upgrades will be designated as Severity 3.
- 3.4 DataRobot does not provide Support for any customizations of the Solution nor any scripts, extensions, APIs or similar that are created for Customer unless agreed otherwise in writing.
- 3.6 If Customer contacts DataRobot about a version of the Solution that was released more than 24 months before the most current LTS Release, DataRobot’s support obligations will be limited to assisting with queries related to matters covered by the Documentation and requests to install Upgrades.
- 3.7 DataRobot shall use commercially reasonable efforts to deliver a solution or an action plan to correct any reported Error as follows:

SEVERITY	DATAROBOT RESPONSIBILITIES	CUSTOMER RESPONSIBILITIES	DEFINITION
Severity 1	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.	A condition in which all or a critical portion of the Solution is not operating.
Severity 2	Resources available Monday through Friday during Business	Resources available Monday through Friday during local Business Hours until a resolution or workaround is in	A condition in which the Solution is degraded, but there is some capacity to

	Hours until a resolution or workaround is in place.	place. Ability to provide necessary diagnostic information.	operate the Solution by a majority of Customer's users.
Severity 3	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. Ability to provide necessary diagnostic information.	A condition whereby Customer has experienced a partial, non-critical loss of functionality of the Solution.
Severity 4	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	A condition whereby functionality of the Solution is not affected, but a change is desired solely for aesthetic, "look and feel," or similar reasons.

SEVERITY	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

3.6 For a Severity 1 Error, the parties agree to activate a management call-out and escalation list for the purpose of problem resolution.

3.7 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).

#### 4. MAINTENANCE

4.1 This paragraph 4 details the Maintenance provided to Customer.

4.2 DataRobot shall make Upgrades available to Customer without additional charge.

4.3 For the on-premise version of the Solution, Customer may download and install an Upgrade once the Upgrade is released.

4.4 For Customers using the on-premise version of the Solution, DataRobot will provide Maintenance Releases for each GA Release. Each LTS Release will receive Maintenance Releases until the release of the next LTS Release.

4.5 For the SaaS version of the Solution, 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. 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. 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.

4.6 DataRobot shall be entitled to update the Documentation to reflect Upgrades or at any other time for any other reason.

#### 5. EXCLUSIONS

This Support Policy does not apply to any software, equipment, or solutions not purchased from DataRobot. This Support Policy does not apply if Customer is in material breach of this Agreement or payment is overdue for any undisputed invoice.

## **6. CHANGES TO SUPPORT**

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.