

## DATAROBOT RESELLER AND REFERRAL PARTNER AGREEMENT

This DataRobot Partner Agreement (“**Agreement**”) (this “**Agreement**”) is effective as of [•] (“**Effective Date**”) and is by and between


- (1) **DataRobot, Inc.**, a Delaware corporation, with its principal place of business located at 225 Franklin Street, 13<sup>th</sup> Floor, Boston, Massachusetts 02110, USA (“**DataRobot**”) and
- (2) [•], a company registered in [•] with company number [•], and with offices at [•] (“**Partner**”).

DataRobot and Partner are referred to as a “**Party**” and collectively as the “**Parties**”.

### 1 DEFINITIONS

In this Agreement the following terms shall be defined as follows:

<b>Affiliate</b>	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.
<b>Approval Notice</b>	notification to Partner by email or via the Partner Portal of DataRobot’s approval of a Lead registered on the Partner Portal.
<b>Confidential Information</b>	all information of a Party or its Affiliates (“ <b>Discloser</b> ”) disclosed to the other Party (“ <b>Recipient</b> ”) 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.
<b>Customer</b>	a customer who purchases the Solution for its internal business purposes.
<b>Customer License Agreement</b>	the DR Standard MSA or other negotiated license agreement entered into by a Customer with DataRobot.
<b>Distributor</b>	a company authorised by DataRobot to offer DataRobot products and services to authorised partners, and/or Customers.
<b>Distributor Territory</b>	has the meaning given to it in paragraph 4.1 of Schedule 1.
<b>Documentation</b>	the documentation provided as part of the Solution (as it may be updated by DataRobot from time to time).
<b>DR Standard MSA</b>	the DataRobot standard form master license agreement at the URL provided in the applicable Order.
<b>Fees</b>	the fees for the Solution payable by Partner to DataRobot stated in an Order.
<b>Suggested Price</b>	the suggested sale price to be charged to Customers for the Solution as stated in an Order.
<b>Lead</b>	a lead: <ol style="list-style-type: none"><li>(a) initiated by Partner for a potential Transaction with a new customer, for which DataRobot has no record; or</li><li>(b) introduced to Partner by DataRobot, (as the case may be).</li></ol>

<b>Margin</b>	the percentage of the Suggested Price to Customer that are payable to Partner as a margin as set out in the Partner Program Guide.
<b>New Business Meeting</b>	has the meaning give to it in Section 3.
<b>Opportunity</b>	a Lead that has been approved by DataRobot with an Approval Notice and a New Business Meeting has taken place.
<b>Order</b>	an order, order form, statement of work or purchase order that references this Agreement and contains details of the Suggested Price, the Fees, the Solution to be purchased and for resale transactions, the amount of the Margin.
<b>Partner Portal</b>	DataRobot’s online partner portal located at <a href="https://partners.datarobot.com/">https://partners.datarobot.com/</a> .
<b>Partner Program</b>	the DataRobot partner programs described in the Partner Program Guide as they may be updated from time to time by DataRobot, and any other programs incorporated into this Agreement by reference.
<b>Partner Program Guide</b>	the DataRobot partner program guide available via the Partner Portal.
<b>Solution</b>	the DataRobot products and services (including any updates that DataRobot makes generally available) as described in an Order.
<b>Territory</b>	
<b>Transaction</b>	an Opportunity that has been converted to a legally binding sale of the Solution to a Customer by Partner.

**2 TERM AND TERMINATION**

- 2.1 This Agreement starts on the Effective Date and shall continue until terminated in accordance with its terms (“**Term**”).
- 2.2 Either Party may terminate this Agreement:
  - (a) for convenience at any time by providing 60 days’ written notice to the other Party;
  - (b) for any material breach of the other Party not cured within 30 days following the date of written notice of the breach served on the other Party; or
  - (c) 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.
- 2.3 DataRobot be entitled to immediately terminate this Agreement immediately if Partner is acquired by or merged with a competitor of DataRobot.
- 2.4 On termination of this Agreement:
  - (a) all licenses granted by DataRobot to Partner shall automatically terminate;
  - (b) Partner shall promptly destroy or return to DataRobot all complete and partial copies of the Solution;
  - (c) Partner shall immediately stop using the DataRobot name and trademarks and discontinue all representations that it is a partner of DataRobot;
  - (d) each Party shall promptly 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
  - (e) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

2.5 The following Sections of this Agreement shall survive any termination or expiration of this Agreement: 1 (Definitions), 2.4 (Consequences of Termination), 4 (Intellectual Property Rights), 5 (Warranties), 6 (Payment and Invoicing), 9 (Confidentiality), 10 (Limitation of Liability), 11 (Indemnification), 15 (Entire Agreement), 16 (Notices), 17 (General), as well as paragraph 2.4 of Schedule 1 (Customer License Agreements and Restrictions), paragraph 5 of Schedule 1 (Payments), and paragraph 1.2 of Schedule 2 (Payments).

### 3 PARTNER PROGRAM

3.1 Schedule 1 (Reseller Program) shall apply where Partner resells the Solution.

3.2 Schedule 2 (Referral Program) shall apply where Partner refers a potential Lead to DataRobot.

3.3 Lead Registration Process:

- (a) Partner shall register identified Leads in the Partner Portal.
  - (b) DataRobot shall be entitled to reject any Leads registered, including without limitation (i) to avoid duplicate lead registrations on a single opportunity; (ii) where an active sales cycle has already been initiated; (iii) where the registered Lead is not sufficiently qualified or where there is no use case for the Solution, no technical fit, or no customer budget; (iv) where communication with the customer has been unsuccessful; or (v) where the Lead is in a Distributor Territory.
  - (c) If a Lead is approved, DataRobot shall provide Partner with an Approval Notice.
  - (d) DataRobot shall not issue another Approval Notice for the same Lead to any other partner for six months from the date of the Approval Notice (the “**Exclusivity Period**”).
  - (e) Within 90 days of the date of an Approval Notice, Partner shall arrange and attend a meeting, with the Lead, to discuss the terms of a potential Transaction (“**New Business Meeting**”). The Lead shall become an Opportunity once the New Business Meeting has taken place.
  - (f) If the New Business Meeting does not take place within 90 days of the date of an Approval Notice, the Exclusivity Period shall automatically expire. Partner may re-register the Lead and DataRobot may issue a further Approval Notice, in which event the process in Sections (c) to (e) above shall apply again.
  - (g) DataRobot may identify Leads that it wishes to provide to Partner. If DataRobot identifies such a Lead, DataRobot shall notify Partner. If Partner does not want to pursue the Lead it shall notify DataRobot in writing. If Partner does want to pursue the Lead Partner shall follow the process in Sections 3.3 (a) to (f) above.
  - (h) On expiry of the Exclusivity Period, all rights of Partner with respect to the Opportunity shall automatically expire unless Partner re-registers the Lead and DataRobot issues a further Approval Notice.
  - (i) DataRobot shall be entitled to revoke an Approval Notice if:
    - (i) Partner introduces a technology or service provider to Customer for the Opportunity which competes with the Solution;
    - (ii) Partner is not actively developing the Opportunity, to DataRobot’s reasonable satisfaction (actively developing an Opportunity shall include: (i) identifying new routes to revenue within Customer; (ii) making introductions to key personas within Customer; (iii) hosting and facilitating DataRobot demonstrations and use case workshops for Customer; and (iv) aligning DataRobot with critical Customer strategies/initiatives);
    - (iii) Partner or DataRobot is unable to provide the software or services required by the Opportunity; or
    - (iv) Customer for the Opportunity indicates that it no longer wishes to engage with Partner or DataRobot.
  - (j) In the event of a conflict between multiple partners relating to the introduction of a Lead, DataRobot shall be entitled to identify which partner shall receive the Approval Notice in accordance with the Partner Program Guide.
- 3.4 DataRobot shall be entitled to modify the Partner Program, the Partner Program Guide or both, upon notice to Partner. Notice may be given via the Partner Portal or by email.
- 3.5 If DataRobot provides Partner with not-for-resale licenses to the Solution (“**NFR Licenses**”), Partner shall use those NFR Licenses subject to the terms of the DR Standard MSA. Notwithstanding that:

- (a) Partner may only use NFR Licenses to the Solution during the Term;
  - (b) Partner may only use NFR Licenses for product demonstration purposes; and
  - (c) Partner shall not use NFR Licenses for its own data processing.
- 3.6 Partner shall not, and shall not authorise any third party to, attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Solution.

#### **4 PROPRIETARY RIGHTS**

- 4.1 The Solution and Documentation are the proprietary intellectual property of DataRobot and its licensors. Subject to any licenses 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.
- 4.2 All enhancements, modifications, corrections, and derivative works that are made to the Solution shall be considered part of the Solution for the purposes of this Agreement and shall be owned by DataRobot.
- 4.3 If Partner gives any feedback on the Solution or suggests changes or improvements Partner grants to DataRobot, without charge, the fully paid-up, perpetual right to exploit such feedback for any purpose.
- 4.4 Partner shall:
- (a) not alter or remove any notices of proprietary rights that appear in the Solution or the Documentation;
  - (b) notify DataRobot promptly on becoming aware of any infringement or other violation of DataRobot's rights; and
  - (c) use its best efforts to protect DataRobot's intellectual property rights.

#### **5 WARRANTIES**

- 5.1 Each Party represents that it has full legal power and authority to enter into this Agreement and perform its obligations under it.
- 5.2 Any warranties for the Solution are provided directly to Customers by DataRobot under the applicable Customer License Agreement.
- 5.3 Partner shall not make any statements or representations about the Solution that could be misleading or deceptive or are different from or inconsistent with those made or authorised by DataRobot in writing.
- 5.4 Except as expressly set out 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.

#### **6 PAYMENTS, INVOICING AND TAXES**

- 6.1 Partner shall pay invoices within 30 days of the invoice date regardless of whether it has received payment from the Customer.
- 6.2 If requested by DataRobot, Partner shall promptly provide tax receipts or other documents issued by the relevant tax office showing the payment of any withholding tax.
- 6.3 Following no less than 14 days' written notice, DataRobot may suspend access to the Solution if any payments are not received within 60 days of the invoice date.
- 6.4 All fees are exclusive of any sales, excise, export, import, value added or similar tax ("**Tax**"). Partner is responsible for the payment of any Tax. Partner shall pay DataRobot's invoices for Tax whenever DataRobot is required to collect Tax from Partner.
- 6.5 All amounts due under this Agreement shall be paid by Partner in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 Except as otherwise set out in this Agreement, this Agreement and each Order are non-cancellable and all Fees are non-refundable.

#### **7 PARTNER OBLIGATIONS**

- 7.1 Partner shall comply with its obligations detailed in the Partner Program Guide.

- 7.2 Partner shall:
- (a) actively market the Solution during the Term;
  - (b) only use printed or electronic marketing materials made generally commercially available by DataRobot via the Partner Portal; and
  - (c) comply with all applicable laws and regulations with respect the performance of its obligations under this Agreement.
- 7.3 Partner hereby grants DataRobot a fully paid up, non-exclusive licence to refer to Partner by its trade name and logo and may briefly describe Partner's business, in DataRobot' marketing materials and on the DataRobot website.

## **8 EXPORT**

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

## **9 CONFIDENTIALTY**

- 9.1 The Recipient shall:
- (a) not use the Discloser's Confidential Information for any purpose outside 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.
- 9.2 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 the Discloser's Confidential Information, it shall 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.
- 9.3 Confidential Information shall 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 Discloser's Confidential Information; or
  - (d) is rightfully obtained from a third party without breach of any confidentiality obligation.
- 9.4 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.

## **10 LIMITATION OF LIABILITY**

- 10.1 Subject to Section 10.3, in no event shall either Party be liable for any: (a) loss of revenues or profits; (b) loss of or damage to business reputation; (c) loss of use, business interruption; (d) loss of wasted management time or staff time; (e) loss of data; or and (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.
- 10.2 Subject to Sections 10.1 and 10.3, each Party's liability for any damages payable to the other Party or, in the case of DataRobot, liability for any damages payable to Partner 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 any Orders shall be limited as follows. Each Party's liability for damages in any complete calendar year following execution of this Agreement shall not exceed 100% of the total Fees paid (plus Fees payable) to DataRobot during the immediately preceding calendar year, or if no Fees are paid or payable, \$50,000. This limitation of liability is an aggregate and not applied per incident.
- 10.3 Nothing in this Agreement shall limit or exclude either Party's liability for:
- (a) death or personal injury caused by negligence;

- (b) gross negligence or wilful misconduct;
- (c) breach of Section 8 (Export);
- (d) breach of Section 9 (Confidentiality);
- (e) in case of Partner: for breach of Section 3.6 (Partner Program), Section 9 (Confidentiality), Partner's obligations under Section 11 (Indemnification), Section 13 (Anti Bribery), paragraph 2.5 of Schedule 1; or for payment of Fees;
- (f) any other matter which by law may not be excluded or limited.

## 11 INDEMNIFICATION

- 11.1 Partner agrees to defend, at its cost, DataRobot against any third party claim arising out of any violation of applicable law or regulation by Partner; or misrepresentation, fraud, wilful misconduct or gross negligence of Partner; and breach of paragraph 2.5 of Schedule 1 by Partner; and Partner shall pay all costs and damages and finally awarded against DataRobot by a court of competent jurisdiction because of any such claim, and all losses suffered as a result of any such claim.
- 11.2 Subject to Section 11.3 DataRobot agrees to defend, at its cost, Partner against (or, at DataRobot's option, settle) any third party claim to the extent such claim asserts that the Solution or Partner's use or resale of the Solution infringes or misappropriates any patent, copyright, trademark or trade secret of a third party and DataRobot shall pay all costs and damages finally awarded against Partner by a court of competent jurisdiction as a result of such claim.
- 11.3 The indemnity in Section 11.2 shall not apply:
  - (a) if the Solution is modified by anyone other than DataRobot;
  - (b) if the infringement is caused by a combination of the Solution with non-DataRobot applications, code, products or processes;
  - (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 or breach of the Customer Licenses Agreement caused the infringing claim.
- 11.4 An indemnifying Party's obligation under this Section 11 shall only apply if:
  - (a) the other Party notifies the indemnifying Party of the indemnification claim in writing as soon as possible once they are 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.

## 12 MARKETING RIGHTS

- 12.1 Partner may use DataRobot's trademarks and service marks ("**DataRobot Marks**") for marketing the Solution in accordance with DataRobot's branding and trademark guidelines. DataRobot may revoke Partner's use of the DataRobot Marks at any time. Partner shall not gain any right, title, or interest with respect to the DataRobot Marks resulting from its use of them, nor shall any rights or goodwill associated with the DataRobot Marks accrue to the benefit of Partner.
- 12.2 From time to time, DataRobot may ask Partner to participate in joint press conferences or joint press releases ("**Joint Marketing Activity**"). Partner shall participate in such Joint Marketing Activity provided that each Party shall approve the content and substance of the Joint Marketing Activity in advance in writing.
- 12.3 Partner shall not register a mark, name, device, or logo identical or similar, to any DataRobot Mark for use on any website, webpage URL or otherwise. Partner shall not use a domain name, corporate name, email address or social media profile that incorporates any DataRobot Mark.
- 12.4 Neither Party shall issue any press release or public statement relating to this Agreement or its subject matter, without the prior written approval of the other Party.

## 13 ANTI BRIBERY

- 13.1 In connection with this Agreement, neither Party has, and each Party shall continue not to:

- (a) offer, promise or give a financial or other advantage to another person or business with the intention of inducing that person or business to perform improperly a relevant function or activity or rewarding another person or business for the same;
- (b) request, agree to receive or accept a financial advantage for the improper performance of a relevant function or activity;
- (c) bribe a foreign public official with the intent of influencing the official to facilitate the winning or retention of business or a business advantage; and/or
- (d) tolerate or accept any behaviour the same or similar, to that described in this Section, from its suppliers.

13.2 Each Party warrants and represents that:

- (a) it has and shall comply with all applicable bribery legislation, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act;
- (b) it has in place a policy on anti-corruption that applies across its business, including its Affiliates which prohibits bribes of any form as described above, including kickback payments and facilitation payments;
- (c) it has not and shall not use gifts or donations, politically or otherwise, to influence a stakeholder or business partner;
- (d) it has not and shall not, in its relationship with the other Party (including its employees and contractors), offer excessive or lavish gifts, hospitality or donations or seek to obtain an improper business advantage with gifts, hospitality or donations; and
- (e) it is compliant with other relevant financial crime legislation, rules, and standards, including without limitation in relation to trade and economic sanctions, money laundering and other crimes.

13.3 Partner shall:

- (a) maintain accurate and complete written records in relation to its activities under this Agreement in accordance with best industry practice; and
- (b) keep written records of all expenditures made by or on behalf of Partner that clearly and accurately identify the persons or entities that receive payments.

13.4 Either Party may terminate this Agreement immediately either upon violation of this Section 13 by the other Party or if this Agreement is found to be impermissible under applicable law.

## 14 CODE OF CONDUCT

Partner shall adhere to the DataRobot Code of Conduct available at <https://datarobot.ethicspoint.com>.

## 15 ENTIRE AGREEMENT

15.1 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.

15.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall 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.

## 16 NOTICES

16.1 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.

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

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

16.4 Notice shall 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; or
- (c) five business days following postage if sent internationally.

## 17 GENERAL

- 17.1 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.
- 17.2 If this Agreement conflicts with any of the terms or conditions of any Order, then the terms and conditions of the Order shall control solely with respect to the Solution covered by the Order. Any purchase orders issued by Partner shall be deemed to be for Partner's convenience only and, notwithstanding acceptance of purchase orders by DataRobot, shall in no way change, override, or supplement this Agreement.
- 17.3 Any waiver or modification of the provisions of this Agreement shall only be effective if in writing and signed by both Parties.
- 17.4 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 shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 17.5 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 DataRobot is an independent contractor and not an employee of Partner. Neither Party shall 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.
- 17.7 Partner may not assign or subcontract this Agreement or its rights under it without the prior written approval of DataRobot.
- 17.8 Neither the Uniform Commercial Code (UCC), the United Nations Convention on Contracts for International Sale of Goods nor the Uniform Computer Information Act (UCITA) shall apply to this Agreement.
- 17.9 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 shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 17.10 Neither Party shall 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 shall be extended for a period equal to the duration of the Force Majeure Event.
- 17.11 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.
- 17.12 This Agreement and any dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation shall 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 shall 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.



Signed:

Name:

Title:

Date:

*illustrative version only*

Signed:

Name:

Title:

Date:

*illustrative version only*

for and on behalf of [•]

for and on behalf of **DataRobot, Inc.**

**Schedule 1**  
Reseller Program

**1 LICENSE GRANT**

1.1 Subject to the terms of this Agreement, DataRobot appoints Partner as a non-exclusive reseller during the Term with the right to market, demonstrate and resell the Solution to Customers in the Territory.

**2 ORDERS AND CUSTOMER LICENSE AGREEMENT**

2.1 Following the issue of an Approval Notice:

- (a) Partner shall send DataRobot details of the Solution being resold and any proposed customer discounts agreed by Partner;
- (b) DataRobot shall then generate an Order; and
- (c) Partner shall execute and submit the Order and a purchase order to DataRobot.

2.2 Partner shall provide any additional documentation and information requested by DataRobot as evidence of a Transaction. Partner shall not be required to disclose pricing and commercial terms agreed between Partner and Customer.

2.3 DataRobot shall indicate acceptance of the Order and the Transaction by emailing the license keys to Customer.

2.4 Partner shall provide reasonable assistance to DataRobot with the enforcement of Customer License Agreements.

2.5 Partner shall ensure that its ordering document to Customer makes it clear that Customer's use of the Solution shall be subject to, and conditional on Customer entering into Customer License Agreement. Partner is not authorized to agree to any amendment to Customer License Agreement.

2.6 If a Customer makes any requests to Partner for any amendments to Customer License Agreement, Partner shall refer Customer to DataRobot for the purposes of agreeing any amendments.

2.7 If regarding an Opportunity, Customer completes the purchase of the Solution directly from DataRobot, DataRobot shall pay Partner the Margin for that Opportunity in accordance with the Partner Program Guide, provided Customer has not chosen to purchase the Solution from another authorized partner of DataRobot.

2.8 Nothing in this Agreement nor in any Order Form shall restrict Partner from determining its own Customer-facing pricing for the DataRobot offerings that Partner resells.

**3 RESELLER RESTRICTIONS**

3.1 Partner shall not appoint or resell the Solution through a sub-reseller without DataRobot's prior written consent.

3.2 If Partner is located in the European Union, Partner shall not be prevented from selling to a Customer located outside the Territory where that Customer approaches Partner in the Territory on its own initiative (and has not been solicited by Partner) and where that Customer is located and takes delivery within the European Union.

**4 PURCHASING IN DISTRIBUTOR TERRITORIES**

4.1 If DataRobot has appointed at least one Distributor in one or more countries of the Territory (such country or countries collectively the "**Distributor Territory**"), then Partner must purchase the Solution for resale to a Customer in such Distributor Territory from the relevant Distributor and not from DataRobot directly, except otherwise expressly permitted in writing by DataRobot in its sole discretion, or in the Partner Program Guide.

4.2 The requirements of paragraphs 2.1 and 2.3 of this Schedule 1 shall not apply where Partner purchase the Solution from a Distributor for resale to a Customer.

4.3 If Partner purchases the Solution from an authorised Distributor of DataRobot, for resale to a Customer in the respective Distributor Territory, any amounts payable shall be due to the Distributor and the payment terms in the agreement between the relevant Distributor and Partner shall apply.

**5 PAYMENTS**

5.1 DataRobot shall invoice Partner for the Suggested Price minus the Margin based on an executed Order.

- 5.2 No Margin shall apply to Transactions:
- (a) for which there is no Opportunity; or
  - (b) where the associated Approval Notice has expired or is revoked by DataRobot.
- 5.3 If DataRobot is required to refund the Fees to Partner pursuant a warranty claim by a Customer under the terms of a Customer License Agreement, then Partner shall also refund the corresponding Margin to Customer within 30 days of Partner's request for a refund from DataRobot.

**Schedule 2**  
Referral Program

**1 REFERRAL PROGRAM**

1.1 Where:

- (a) Partner refers a Lead to DataRobot for the sale of the Solution by DataRobot directly to Customer;
- (b) DataRobot issues an Approval Notice such that the Lead becomes an Opportunity;
- (c) DataRobot and Customer enter into a Customer License Agreement and a sale transaction; and
- (d) Partner and DataRobot execute a DataRobot standard Record of Referral Fee document ("**RORF**") which includes (i) the referred Opportunity, and (ii) Partner's required activities regarding the referred Opportunity;

subject to paragraph 1.2 below, DataRobot shall pay Partner a Referral Fee in accordance with the Partner Program Guide to the extent specified in a RORF.

- 1.2 Partner shall invoice DataRobot for the Referral Fee as specified in the RORF, and DataRobot shall pay Partner within 60 days after receipt of Partner's undisputed invoice.