

EXHIBIT A

General Terms and Conditions

1. **ORDERING AND PROVISION OF SERVICES.** Upon agreement of the Order Form, DataRobot will provide the specified Services to End User pursuant to these Master Terms.

2. **RESERVED.**

3. **TERM AND TERMINATION.**

3.1 **Term.** Services shall be provided during the initial term set forth in the Order Form commencing on the Effective Date reflected therein. Thereafter, Services may be renewed only upon mutual written agreement.

3.2 **Suspension.** DataRobot may suspend End User's access to the Hosted Service and/or On-premises Service upon written notice in the event that DataRobot reasonably believes such action is necessary to protect the security or integrity of the Service or any data thereon.

3.3 **Reserved.**

3.4 **Effect of Termination.** Upon any termination of Services, all rights and obligations of the parties under this Agreement will be extinguished, except that (a) the rights and obligations under Sections 3.4, 3.5, 4, 7, 8, 9, 12, Exhibit B (Sections 4.2 and 4.3), Exhibit C (Sections 3, 8, 9) will survive the termination of Services, and (b) End User shall pay all unpaid and outstanding fees through the effective date of termination or expiration of Services. Within thirty (30) days following the termination of Services, DataRobot will destroy the End User Materials and any projects completed by End User using DataRobot (including any algorithms or predictive models) that DataRobot continues to have in its possession or control.

3.5 **Transfer of Predictive Model.** In the event that DataRobot ceases doing business, files a petition in bankruptcy, or otherwise is no longer able to provide or support the predictive model created using the Service, upon request, DataRobot will provide End User with the predictive model as well as any associated source code necessary to operate the predictive model in a standard production environment.

4. **OWNERSHIP.** As between DataRobot and End User, DataRobot (or its licensors) is the sole and exclusive owner, and will retain all right, title and interest in and to the Services, and all elements thereof, including without limitation all of the software or Software comprising any portion thereof (including any software involved in producing the Predictive Models) and all related services, specifications, documentation, technical information, corrections, modifications, additions, improvements and enhancements to and all intellectual property rights in the foregoing. As between DataRobot and End User, the End User Materials and any projects completed by End User using the Services (including any predictive models generated by End User through processing the End User Materials through the Hosted Service) (collectively "Predictive Models") shall be and remain the sole and exclusive property of End User. End User acknowledges and understands that, notwithstanding its ownership of the Predictive Models, any Predictive Models created on the Hosted Service or Software will remain on the Hosted Service or Software.

5. **LAWFUL CONDUCT.** End User shall comply with all applicable local, state, and federal laws and regulations, and, to the extent that End User establishes offices outside the United States, applicable foreign laws, treaties, regulations, and conventions in connection with its use of the Services, including without limitation those related to privacy, electronic communications and anti-spam legislation. The Hosted Service is not designed for the transfer or processing of credit card or other sensitive financial information and is not PCI compliant. It is also not designed for the transfer or processing of any patient or other sensitive health care information or to be in compliance with any other specific regulatory requirements. End User shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Services and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) End User represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) End User shall not authorize Users to access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) End User shall comply with all applicable laws regarding the transmission of technical data exported from the

United States and the country in which its Users are located. End User will not knowingly send any electronic communication from or through the Services that is unlawful, harassing, libelous, defamatory or threatening; provided that End User has taken commercially reasonable measures to prevent all such occurrences.

6. RESERVED.

7. RESERVED.

8. CONFIDENTIAL INFORMATION.

8.1 Each party acknowledges and agrees that it (and its contractor(s), if any), in performing its obligations under this Agreement, shall have access to or be directly or indirectly exposed to each other's Confidential Information. Each party shall hold confidential all Confidential Information and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary provide or to use Services in support of its internal business purposes. Each party shall use reasonable measures and reasonable efforts to provide protection for each other's Confidential Information, including measures at least as strict as those each party uses to protect its own Confidential Information. Such measures shall include, without limitation, requiring employees and independent contractors to sign a non-disclosure agreement before obtaining access to the other party's Confidential Information and such other measures as the party takes to protect its Confidential Information or trade secrets in the course of its business. "Confidential Information" means information in the possession or under the control of a party relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form, End User Materials, source code and information pertaining to usage and design of the Services, and the terms and conditions of this Agreement.

8.2 The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information.

8.3 Because of the unique nature of each party's proprietary materials, each party understands and agrees that the other party may suffer irreparable injury in the event that a party fails to comply with any of the terms of this Section, and that monetary damages may be inadequate to compensate for such breach. Accordingly, each party acknowledges that the other party may, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief, without posting a bond, to protect its Confidential Information against any actual or threatened breach of this Section.

8.4 Nothing in this Section 8 is intended or shall be construed to prevent any person or entity from lawfully reporting fraud, waste or abused under any U.S. Government contract to an investigative or law enforcement representative of a U.S. Government agency.

9. WARRANTY; LIMITATION OF LIABILITY.

9.1 DataRobot warrants that Software will operate in substantial conformance with DataRobot's User Documentation for ninety (90) days following delivery or otherwise being made available to End User. DataRobot makes no representation, or warranty of any kind, express or implied, as to the condition, character, nature, capability, performance, security, availability, suitability, or any other characteristic of the Service or any portion thereof. DATAROBOT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (C) ANY WARRANTY THAT ANY OF THE SERVICES WILL BE SECURE OR ERROR-FREE, WILL MEET END USER'S REQUIREMENTS, WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY OR SECURE, OR OPERATE WITHOUT ERROR. In the event of a breach of this warranty, End User must notify DataRobot promptly

and in no event later than thirty (30) days following discovery of the deficiency. DataRobot shall remedy the deficiency by either repairing or replacing the Software, or if in DataRobot's sole judgment the deficiency cannot be remedied in a commercially reasonable manner, DataRobot may request that the Software be returned and refund fees paid.

9.2 EXCEPT WITH RESPECT TO DAMAGES OR LIABILITY ARISING FROM (A) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION, (B) GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, OR (C) INTENTIONAL MISAPPROPRIATION OR MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR LICENSE TERMS, IN NO EVENT SHALL (I) EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING ANY LOSS OF REVENUE, PROFITS, OR DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS ACCRUING DURING THE TERM OF THIS AGREEMENT EXCEED THE GREATER OF THE AMOUNTS PAID OR PAYABLE BY END USER FOR SERVICES.

9.3 WITHOUT IN ANY WAY LIMITING THE EFFECT OF SECTIONS 9.1 AND 9.2 ABOVE, END USER ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES CONTAIN A NUMBER OF ANALYTICAL TOOLS THAT SHOULD ONLY BE USED BY SOPHISTICATED PROFESSIONALS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO MODELING ACTIVITY AND THE SERVICES; AND (II) THERE IS NO REPRESENTATION OR GUARANTEE MADE BY DATAROBOT THAT THE RESULTS OF THE SERVICES (INCLUDING ANY PREDICTIVE MODELS) WILL BE ACCURATE OR PRODUCE THE DESIRED RESULTS OR EXPECTED OUTCOMES. IN NO EVENT WILL DATAROBOT BE DEEMED TO BE PROVIDING ANY REGULATED SUPERVISORY OR ADVISORY SERVICES. AS SUCH, END USER ACKNOWLEDGES THAT THE SERVICES ARE ONLY INTENDED TO ACT AS A BASIC INFORMATION AND INTELLIGENCE TOOL AND FOR THE AVOIDANCE OF DOUBT, NONE OF THE INFORMATION AND MATERIAL FORMING PART OF THE SERVICES (INCLUDING BUT NOT LIMITED TO, ANY DATA) IS INTENDED TO CONSTITUTE A RECOMMENDATION TO MAKE (OR REFRAIN FROM MAKING) ANY KIND OF DECISION.

10. NOTICES. Unless otherwise specifically provided in these Master Terms, every notice or other communications required or permitted under these Master Terms shall be valid only if in writing and shall be delivered by e-mail, fax, personal delivery; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed to the names and addresses of each party set forth on the corresponding Order Form or similar document.

11. MARKETING AND PUBLICITY. The parties shall have the right (but not the obligation) to issue a press release announcing and promoting the parties' relationship, and the right to advertise and promote the relationship; provided that a party shall not exercise such rights without the prior written consent of the other party. Nothing in this Agreement shall give a party the right or license to use any trade names, trademarks, service marks or other brand indicia used in connection with the Services without the other party's prior written consent.

12. GENERAL PROVISIONS. The titles of the sections of the Master Terms are for convenience only and shall not affect the interpretation or construction of any section. Whenever possible, each provision of the Master Terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions. A waiver of any of the terms in the Master Terms, or any breach or default hereunder, shall not be deemed or construed as a waiver of such terms for the future or any subsequent breach or default, whether or not of the same or similar nature. The Master Terms may only be modified, amended or supplemented by DataRobot in writing.

EXHIBIT B

Hosted Service Terms and Conditions

1. DESCRIPTION OF HOSTED SERVICE.

1.1 Hosted Service. Subject to the terms and conditions contained in this Exhibit B, DataRobot agrees to use commercially reasonable efforts to furnish the Hosted Service to End User and any other ancillary services, if any, described on the Order Form.

1.2 Availability of Hosted Service. DataRobot will use commercially reasonable efforts to make the Hosted Service available to End User twenty four hours a day, seven days per week, three hundred sixty five days per year, except for certain scheduled service and maintenance or in the event of emergency or events of force majeure. Notwithstanding the foregoing, DataRobot will not be responsible for any downtime or failure to meet such Hosted Service availability goals. DataRobot will make good faith efforts to perform service and maintenance to the Hosted Service outside peak usage hours. End User acknowledges that availability of the Hosted Service may be affected by: (i) telecommunication network activity or capacity; (ii) hardware failures; and/or (iii) compatibility with third party communication equipment, Internet access software and/or browsers not in accordance with the Hosted Service requirements. DataRobot disclaims any and all responsibility for any service interruption in connection with such activity, capacity, failure and/or compatibility. End User is responsible for providing all equipment and telecommunication services necessary to access the Hosted Service.

1.3 Modifications to Hosted Service. DataRobot reserves the right to change the Hosted Service (including the content, appearance, design, functionality and all other aspects thereof), access procedures, tools, documentation, format requirements, communications protocols and services offered at any time for any reason. In the event that DataRobot makes any changes to the Hosted Service that have a material and adverse impact on End User's use of the Hosted Service or eliminates or materially degrades any core feature of the Hosted Service, End User will have the right to terminate such modified Hosted Services upon thirty (30) days prior written notice. In the event of such termination, DataRobot will refund any prepaid, but unused fees.

1.4 Technical Support. DataRobot or its Distributor, as applicable will provide End User with reasonable technical support for the Hosted Service in accordance with DataRobot's standard Support Policy.

1.5 System Security. DataRobot will implement and maintain customary and commercially reasonable industry standard administrative, physical and technical data security measures designed to prevent unauthorized access, collection, use, or disclosure or to the End User Materials and will periodically review and update such measures and maintain the same in accordance with no less than industry standard methods of protection.

1.6 Right to Remove. DataRobot may remove or block any text, images, artwork, technology and other content, data, information, materials and other items provided or made available to DataRobot or on the Hosted Service by End User or its users ("End User Materials") at any time where (a) such End User Materials violate applicable laws, regulations, orders, or is in violation of DataRobot's [Acceptable Use Policy](#); (b) removal or blocking is necessary because of exigent circumstances or to protect the safety, security, reputation, or integrity of the Hosted Service, DataRobot, or any third party; or (c) in order to respond to law enforcement or any other governmental authority.

2. END USER RESPONSIBILITIES

2.1 Passwords. End User acknowledges that use of the Hosted Service requires that its users register with DataRobot. End User shall cause all employees or contractors of End User authorized to access the Hosted Service ("Users") to create an account to have access to the Hosted Service ("Registered Users"). End User shall cause each Registered User to (a) provide true, accurate, current and complete information about the User prompted by the registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. To protect the safety, security, reputation, or integrity of the Hosted Service, DataRobot may suspend or terminate any Registered User account and refuse any and all current or future use of the Hosted Service (or any portion thereof) to any user that provides false or inaccurate data. Each Registered User is entirely responsible for the security and confidentiality of such User's password and account. End User and each Registered User are entirely responsible for any and all activities

that occur under that Registered User's account. End User shall immediately notify DataRobot of any unauthorized use of a Registered User's account or any other breach of security of which End User becomes aware.

2.2 Accuracy and Review of End User Material. End User assumes sole responsibility for: (a) the End User Materials; and (b) ensuring that the End User Materials do not infringe or violate any right of any third party.

3. DATA BACKUP. DataRobot disclaims any and all responsibility for any loss of any End User Materials, data or results from the Hosted Service. DataRobot is not responsible for the backup of any End User Materials, data or results. End User acknowledges that data conversion, processing and manipulation are subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. End User is solely responsible for independent backup of data generated or stored through the use of the Hosted Service. To the extent within its control, End User is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. End User is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data or End User Materials. In the event of termination or expiration or disconnection of the Hosted Service, DataRobot may delete, retain, review, use or store, in its discretion, any files, programs, data or messages, including End User Materials, associated with End User's account.

4. LICENSE GRANTS

4.1 DataRobot's Grant of License. So long as End User complies with DataRobot's [Acceptable Use Policy](#), if any, DataRobot grants Registered Users of End User a limited, royalty-free, non-exclusive, non-transferable license to use, access, input data into, process data through and publicly display the Hosted Service for End User's internal use. End User (or a Registered User) may not use, copy, modify, rent, loan, lease, sublicense, create derivative works or distribute the Hosted Service for any other purposes or make the Hosted Service available to non-Registered Users. DataRobot grants no rights other than explicitly granted herein, and End User shall not exceed the scope of its license. End User will not, and will not authorize Registered Users to: (i) sell, resell, lease, lend, or the functional equivalent thereof, the Hosted Service in whole or in part, to a third party, (ii) in any way alter, change, modify, adapt, translate or make derivative works of the Hosted Service, (iii) transmit any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data or personal information, or (iv) sublicense or operate the Hosted Service for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than Registered Users. DataRobot reserves all rights not expressly granted to End User hereunder. All techniques, know-how, software, algorithms and methods or rights thereto owned by DataRobot prior to commencement of Hosted Services, developed during the course of the design, development, and provision of the Hosted Service, or which are employed by DataRobot in connection with the Hosted Service, shall be and remain the property of DataRobot. End User shall not decompile, disassemble, or reverse engineer the Hosted Service or any elements of the Service, or otherwise derive source or object code from the Hosted Service or any elements thereof. End User agrees not to access the Service by any means other than through the interfaces that are provided by DataRobot. End User shall not do any "mirroring" or "framing" of any part of the Hosted Service, or create Internet links to the Hosted Service which include log-in information, user names, passwords, and/or secure cookies. End User shall ensure that all access and use of the Hosted Service by Registered Users is in accordance with the Master Terms, including but not limited to those Registered Users that are contractors and agents. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by End User.

4.2 End User's Grant of License. End User hereby grants to DataRobot a worldwide, non-exclusive, royalty-free, license to use, distribute, reproduce, digitally perform, make, have made, store, maintain and import all End User Materials, and evaluate End User use, for the purposes of providing and operating the Hosted Service. The license may also be exercised on behalf of DataRobot by third parties acting on DataRobot's behalf (e.g., technology partners, service providers and independent contractors).

4.3 Feedback. DataRobot shall have a royalty-free, worldwide, perpetual license to use or incorporate into any of the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by End User relating to the operation of the Hosted Service.

EXHIBIT C

Software License

1. SOFTWARE LICENSE

1.1 Licenses. So long as End User complies with DataRobot's [Acceptable Use Policy](#), if any, DataRobot grants and End User hereby accepts, subject to the terms and conditions contained herein, a limited, royalty-free, non-transferable, non-exclusive, license during the Term specified on the Order Form to install, integrate, use, input data into, process data through and publicly display, without the right to sublicense, in object code form only, the Software specified on the Order Form and related User Documentation solely for End User's internal business purposes.

1.2 Restrictions. End User acknowledges that the Software and its structure, organization and source code constitute valuable trade secrets of Data Robot. Except as otherwise set out in the Master Terms or in any Order Form, End User may not use, copy, modify, rent, loan, lease, sublicense, create derivative works or distribute the Software for any other purposes or make the Software available to third parties. DataRobot grants no rights other than explicitly granted herein, and End User shall not exceed the scope of its license. End User will not, and will not authorize any third party to: (i) sell, resell, lease, lend, or the functional equivalent thereof, the Software in whole or in part, to a third party, (ii) in any way alter, change, modify, adapt, translate or make derivative works of the Software, (iii) transmit any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data or personal information, or (iv) sublicense or operate the Software for timesharing, rental, outsourcing, or service bureau operations. DataRobot reserves all rights not expressly granted to End User hereunder. All techniques, know-how, software, and methods or rights thereto owned by DataRobot prior to commencement of the license, developed during the course of the design, development, and license of the Software, or which are employed by DataRobot in connection with the Software, shall be and remain the property of DataRobot. End User shall not decompile, disassemble, or reverse engineer the Software or any elements of the Software, or otherwise derive source or object code from the Software or any elements thereof. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by End User.

1.3 Backup Copy. End User may make a reasonable number of copies of the Software for archival, disaster recovery, load balancing, and backup purposes. All copies of the whole or any portion of the Software in any form shall remain the exclusive property of DataRobot. All titles, trade-marks, copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the Software are subject to the Master Terms.

1.4 Delivery. DataRobot shall deliver the Software and the User Documentation to End User by the date designated in the applicable Order Form by electronic delivery (the "Delivery Date"). DataRobot will advise End User promptly of any expected delay in the Delivery Date. End User will acknowledge receipt of the Software immediately upon receipt.

1.5 Third-Party Software. End User shall be responsible for purchase of all third party software licenses necessary to operate the Software. DataRobot has identified all such third party software licenses to End User. To the extent that the Software contains third party software, DataRobot has identified all such third party software.

2. RESPONSIBILITIES OF END USER. End User will: (a) promptly communicate all Software malfunctions and errors to DataRobot; (b) operate the Software solely in environments designated by DataRobot; (c) promptly install bug fixes and error corrections sent by DataRobot to remedy malfunctions; (d) promptly install, or assist in installing, such Software Updates as DataRobot may release during the Term; (e) allow DataRobot full and free access to the Software for operations monitoring and remote maintenance and repairs; (f) be responsible for maintaining a procedure for reconstruction of lost or altered files, data or programs and for actually reconstructing any lost or altered files, data or programs; and (g) be responsible for all work required on End User's host system to integrate and configure the Software to produce End User's desired functionality.

3. OWNERSHIP OF SOFTWARE AND DOCUMENTATION

3.1 Ownership and Confidentiality. THIS SOFTWARE IS LICENSED, NOT SOLD. All right, title and interest in the Software and the User Documentation, including without limitation, all copyrights, trade secrets, patents, and other intellectual property rights is owned by DataRobot and its suppliers. End User must take those reasonable steps necessary to protect DataRobot's and its suppliers' proprietary rights in the Software related to End User's use and possession of the same. End User must keep the Software confidential and must not disclose or publish it, or any part of it, to others, except as specifically provided herein. All design elements of the Software, including but not limited to the design, text, graphics, interfaces and the selection and arrangement thereof, are protected by copyrights and trademarks owned by DataRobot. All techniques, know-how, software, algorithms and methods or rights thereto owned by DataRobot prior to commencement of the license, developed during the course of the design, development, and provision of the Software, or which are employed by DataRobot in connection with the Software, shall be and remain the property of DataRobot. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED TO DATAROBOT. Other product, publication, and company names herein are not intended as a claim of right by DataRobot and may be the trademarks of their respective owners.

3.2 Proprietary Notices. End User agrees not to alter, remove, deface or destroy any copyright, trademark or proprietary markings or confidential legends placed upon or contained in the Software, the User Documentation or any related material.

3.3 Reserved.End User

3.4 Feedback. DataRobot shall have a royalty-free, worldwide, perpetual license to use or incorporate into any of the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by End User relating to the operation of the Software.

4. MAINTENANCE

4.1 Upgrades to the Software. DataRobot may, in its sole discretion, make improvements, develop new features, upgrades, or enhancements ("Upgrades") to the Software. In some cases, DataRobot may, at its sole discretion make such Upgrades available as a separate plug in or for a separate fee. In no event will DataRobot be required to develop and/or provide End User with any specific Upgrades to the Software or make such Upgrades available for free.

4.2 Updates and Bug Fixes to the Software. DataRobot will use commercially reasonable efforts to develop bug fixes and updates to remedy any errors in the Software discovered by DataRobot. During the Term and provided that End User has paid the Annual Maintenance Fee, if any, designated on the Order Form, DataRobot will deliver to End User copies of any and all updates, bug fixes, or maintenance releases of the Software that DataRobot generally makes available for no additional cost to its other End Users (the "Updates") no later than the date on which DataRobot either first makes Updates available to its other End Users or commercially releases the Updates, whichever date is earlier. All Updates shall be included within the licenses granted hereunder. For the purposes of these Master Terms, the term "Software" shall include any and all Updates.

4.3 Term of Maintenance Services. The provision of Maintenance Services shall commence upon the Effective Date and will be provided for the term on the Order Form.

5. AUDIT. DataRobot may, upon thirty (30) days prior notice and at any time during reasonable business hours, not more than once every twelve months, either on its own or in conjunction with its professional representatives, conduct an audit of the use by End User of the Software to ensure that End User is complying with these Master Terms.

6. NO LICENSE TO OTHER PRODUCTS. The license granted in this Exhibit is limited to only the Software. It is End User's responsibility to evaluate whether licenses to other products are necessary or desirable in order to use the licenses granted herein. DataRobot makes no representations or warranties with regard to the necessity of licenses to other products in order to make the best use of the Software.

7. **NO SUPPORT SERVICES.** Except as may otherwise be expressly provided in writing, DataRobot is under no obligation to provide any support services to End User with respect to the Software (including, without limitation, any installation of the Software, training or technical support).

8. **RETURN OF SOFTWARE.** Upon termination of the license, End User will return all copies of the Software and User Documentation licensed under all terminated Order Forms, whether modified or unmodified, and other material associated with the Software furnished to End User within thirty (30) days following the date of such termination. At DataRobot's request, End User will destroy all copies of the Software, User Documentation and other materials not returned to DataRobot and certify to DataRobot in writing of End User's full compliance with DataRobot's request.

9. **IMPORT AND EXPORT REGULATIONS.** End User acknowledges and agrees that it shall not import, export, or re-export, directly or indirectly, any commodity (including, but not limited to the Software, related products or related information) to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States, and the import and export restrictions of the jurisdiction to which the Software is delivered. End User further agrees to defend, indemnify, and hold DataRobot harmless for any losses, costs, claims or other liabilities arising out of End User's breach of this Section.

Exhibit D

DATAROBOT TECHNICAL SUPPORT AND SERVICES POLICY

This DataRobot Technical Support and Services Policy (“Support Policy”) describes the support provided by DataRobot to Customers of the Service. This Support Policy covers On-Prem Services and Hosted Services, but Section 5 and 7 below shall apply only to Hosted Services.

1. Definitions

“**Business Day**” means Monday through Friday (Customer Local Time), excluding holidays observed by DataRobot.

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

“**Support Contact**” means designated Customer personnel with DataRobot Support Portal account.

2. Term

The Support Policy shall cover any Service for the term of such Service as specified on the applicable Order Form. The term of support may be extended if the term of the Service is also extended.

3. Technical Support Contact Information

Support Contact(s) may contact DataRobot technical support by opening a case via the DataRobot Support Portal (support.datarobot.com) to request information regarding the use, configuration or operation of the DataRobot Products running on any Supported environment.

4. Support Services Obligations

DataRobot will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect or non-conformity (“Error”) in the operation of the Software so that it will substantially perform in accordance with DataRobot documentation. Customer shall conduct reasonable and adequate research with respect to any claimed Error or related issue prior to contacting DataRobot for assistance. Client will respond promptly to all reasonable DataRobot requests for information, documentation, technical assistance and other assistance regarding any such Error. Each reported Error will be logged and tracked by DataRobot, assigned a tracking identifier which can be used by Customer to refer to the reported Error, and will remain open until the issue is resolved. Assignment of severity level will be determined by DataRobot in its reasonable discretion.

DataRobot shall use commercially reasonable efforts to deliver a solution or an action plan to correct any reported Error as follows:

CASE PRIORITY	DataRobot Responsibilities	Customer Responsibilities	Definition
Level 1	FOR 8x5 SUBSCRIPTION: Resources dedicated Monday through Friday during Business Hours. FOR 24x7 SUBSCRIPTION: Resources available 24x7 until a resolution or workaround is in place.	FOR 8x5 SUBSCRIPTION: Designated resources that are available Monday through Friday during Business Hours. Ability to provide necessary diagnostic information. FOR 24x7 SUBSCRIPTION: 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 Software is not operating.

Level 2	FOR 8x5 SUBSCRIPTION Resources available Monday through Friday during Business Hours until a resolution or workaround is in place	FOR 8x5 SUBSCRIPTION Resources available Monday through Friday during local Business Hours until a resolution or workaround is in place. Ability to provide necessary diagnostic information.	A condition in which the Software is disrupted, but there is some capacity to operate and conduct business for a majority of Customer's users.
Level 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.
Level 4	Solid understanding of the customer request documented in our systems for review by Product Management	Use cases for the feature request and specifics on requested functionality	A condition whereby functionality of the Software is not affected, but a change is desired solely for aesthetic, "look and feel," or similar reasons.

CASE PRIORITY	INITIAL RESPONSE TARGET 8x5 SUBSCRIPTION	UPDATE FREQUENCY TARGET 8x5 SUBSCRIPTION
Level 1	Within 1 business hour	Updated every 4 business hours
Level 2	Within 2 business hours	Updated every business day
Level 3	Within 8 business hours	Updated every 3 business days
Level 4	Within 2 business days	N/A, feature request
CASE PRIORITY	INITIAL RESPONSE TARGET 24X7 SUBSCRIPTION	UPDATE FREQUENCT TARGET 24X7 SUBSCRIPTION
Level 1	Within 1 hour	Continuous effort with written updates every 4 hours

For a Level 1 failure, the Parties agree to activate a management call-out and escalation list for the purpose of problem resolution.

With the 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 Software. This may require a connection to the Customer's system, or the 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).

5. Maintenance

DataRobot may perform maintenance to the equipment, Software or any other elements of the hardware or infrastructure as DataRobot deems necessary for the provision of the Service. During such maintenance, Customer may not be able to access the Service. DataRobot will maintain at least one page that informs Customer and its users of the Service that maintenance is underway along with an estimate of when the Service will be available for use. DataRobot will use commercially reasonable efforts to keep the frequency and duration of impeded access during the maintenance period to a minimum.

6. Assumptions

This Support Policy does not apply to any software, equipment, or services not purchased from DataRobot, e.g.

internal Customer IT security settings. The Support Policy does not apply in circumstances that are beyond DataRobot's reasonable control such as events of force majeure, natural disasters or acts of war. The Support Policy does not apply if the Customer is in breach of the Agreement. DataRobot shall not be obligated to provide support services for the Service if the Service is not used in accordance with the then current Documentation or if any Error reported by Customer is found by DataRobot to be due to Customer or a cause other than the Software as delivered by DataRobot.

7. Availability of Hosted Service

DataRobot will use commercially reasonable efforts to make the Hosted Service available to Customer twenty four (24) hours a day, seven (7) days per week, three hundred sixty five (365) days per year, except for certain scheduled service and maintenance or in the event of emergency or events of force majeure. DataRobot runs its cloud application on Amazon Web Services and has used commercially reasonable efforts to architect the solution to be as highly available within the confines of the service provided. DataRobot endeavors to deliver Service level availability (SLA) of 99.90%. This does not include planned outages. DataRobot will make good faith efforts to perform service and maintenance to the Hosted Service outside peak usage hours. Customer acknowledges that availability of the Hosted Service may be affected by: (i) telecommunication network activity or capacity; (ii) hardware failures; and/or (iii) compatibility with third party communication equipment, Internet access software and/or browsers not in accordance with the Hosted Service requirements. DataRobot disclaims any and all responsibility for any Hosted Service interruption in connection with such activity, capacity, failure and/or compatibility. Customer is responsible for providing all equipment and telecommunication services necessary to access the Hosted Service.

Exhibit E

Supplemental GSA Terms

The parties understand and agree that Orders placed under this Agreement by Distributor in support of Distributor's GSA Schedule contract shall be subject to the Master Terms for DataRobot Services as well as the following additional terms and conditions ("Supplemental GSA Terms").

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government rights addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 522.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause at 552.212-4.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (1), the language, provisions, or clause of paragraph (1) shall prevail to the extent of such inconsistency.

* * * * *

Comptroller General Examination of Record.

- (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

* * * * *

In addition, the parties understand and agree that each end product delivered hereunder shall be a U.S. made end product or a designated country end product, pursuant to FAR 52.225-5, Trade Agreements (Oct 2016).

Exhibit F

Supplemental Federal Terms

The parties understand and agree that Orders placed under this Agreement by Distributor in support of Distributor's (GSA and non-GSA) federal contract shall be subject to the Master Terms for DataRobot Services as well as the following additional terms and conditions ("Supplemental Federal Terms").

The following FAR (48 CFR) clauses shall be applicable to Orders under this Agreement, as applicable, to the extent required by the clause and its prescriptive language-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as

of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016)).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).