

SOFTWARE SUPPORT & MAINTENANCE POLICY

1. SUMMARY

This Software Support and Maintenance Policy (“**Support Policy**”) describes the policies and procedures under which RapidMiner, Inc. (“**RapidMiner**”) provides Enterprise support services (“**Support and Maintenance Services**”) for its Desktop and Server software product(s) and Cloud Services (“**Software**”) to its customers (each, a “**Licensee**”).

Support and Maintenance Services are provided for the Software pursuant to the separate license agreement under which Licensee has purchased Support and Maintenance Services (“**Software License Agreement**”) and are subject to the terms and conditions of that Software License Agreement and the terms of this Support Policy. Support and Maintenance Services are provided for the term specified herein, or for the period otherwise specified in the Software License Agreement. Support and Maintenance Services are provided through RapidMiner’s online web-based support portal.

This Support Policy sets forth expectations for Support between the Licensee and RapidMiner’s support organization.

2. DEFINITIONS

- **Contact**: means qualified named person, knowledgeable in the RapidMiner tool, and is a proficient user of the Software.
- **Documentation**: means any supporting product help and technical specifications documentation provided by RapidMiner.
- **Evaluation Versions**: means any Software provided on a no charge, trial or evaluation basis.
- **Incident**: means each individual issue where the Software is not conforming to the functionality defined in the Documentation as reported to RapidMiner tech support by a Contact.
- **Licensee**: means the customer who is the contracting party to the Software License Agreement and is defined in such agreement, but limited to, client, customer, partner, or by company name.
- **Maintenance Releases**: means commercially released code corrections, patches, and updates of the Software as designated by a change in the number to the right of the second decimal in the version number. For example, 2.1.1 is a Maintenance Release of 2.1.0
- **Major Releases**: means commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the number prior to the first decimal point.
- **Minor Releases**: are normally identified by the number immediately following the first decimal point. For example, 2.1 is a Minor Release of 2.0.
- **Production Environment**: is the Licensee’s Authorized System as defined in the Software License Agreement put into operation for use by End Users with live data.
- **Software License Agreement**: means the signed contractual terms which the Software is licensed under.

3. SCOPE OF SUPPORT AND MAINTENANCE SERVICES.

A. What Support and Maintenance Services Include:

If Licensee is current on its payment for its Support and Maintenance Services, RapidMiner shall provide Licensee with Support and Maintenance Services consisting of the following:

- web-based submissions of Incidents submitted by the named contacts for the company;
- Major Releases, Minor Releases, and Maintenance Releases of the Software;
- an online knowledge base of information, called Support Center that supplements the Documentation;
- a community support forum where Licensees, partners, and other users of RapidMiner's software products can share information and ideas about how to use the software product;
- access to an online secure site that contains license keys, existing support cases, and latest product downloads;

B. What Support and Maintenance Services Exclude

The following are excluded from RapidMiner's Support and Maintenance Services obligations:

- Any Software that is not eligible to receive Enterprise Support per the Product Usage Configuration Policy at <http://rapidminer.com/product-configuration-usage-policy>;
- Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation;
- Altered or modified Software;
- Defects in the Software due to accident, hardware malfunction, abuse or improper use;
- Any version of the Software for which Support and Maintenance Services have been discontinued by RapidMiner;
- Training, customization, integration and any issues arising from non-standard usage of the Software;
- Any on-site services or remote access services (unless RapidMiner requests remote access to assist RapidMiner in understanding an issue).
- Assistance in developing User-specific customizations;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers;
- Assistance with non-RapidMiner products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;

C. Software Versions Covered.

- *Supported Versions:* RapidMiner will provide Support and Maintenance Services only for the Software products specified in this Support Policy or as specified at the time of purchase. RapidMiner's Support and Maintenance Services obligations do not cover hardware, operating systems, networks, or third-party software.
- *End of Support:* RapidMiner will provide Support and Maintenance Services of each release for twenty-four (24) months after the product release date. After such time, RapidMiner will provide limited support for an additional twelve (12) months consisting solely of clarifying Documentation and assistance in upgrading to the latest release.
- *Platforms Supported:* RapidMiner supports use of the Software only on the platforms specified in the Product technical specification supplied by RapidMiner with the Software (the "Supported Platforms").

4. INCIDENT SUBMISSION AND RESOLUTION

Licensee can obtain Support and Maintenance Services by reporting Incidents to RapidMiner. Incidents are tracked from initial report through final resolution through the online portal at <http://rapidminer.com/support/> (“Support Portal”).

A. Submitting Incidents

- Who May Submit Incidents: Only the number of designated Contacts as defined in the Software License Agreement are authorized to submit Incidents. If the Software License Agreement does not have a number defined for the number of designated Contacts allowed, the Licensee may designate Contacts equal to the number of commercial fee based RapidMiner Studio licenses that are currently active excluding Evaluation versions.
- How to Submit Incidents: All incidents are to be submitted through the online portal located at <http://support.rapidminer.com/> (“Support Portal”).
- How to Report an Incident: In order to log and track the resolution of Incidents, RapidMiner expects that Licensee will make every attempt possible to:
 - Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
 - Provide information necessary to help RapidMiner track, prioritize, reproduce, or investigate the Incident, such as: Licensee name and organization.
 - Provide a full description of the issue and expected results.
 - Categorize issues under “Question Type”.
 - List steps to reproduce the issue and relevant data.
 - Provide exact wording of all issue-related error messages.

B. Support Response and Incident Resolution

- RapidMiner Incident Response Procedures: For each Incident reported by Licensee in accordance with these procedures, RapidMiner shall:
 - Confirm receipt of the reported Incident within the response time as listed below in section 2. Severity Levels and Response times.
 - Set an updated Severity Level for the Incident in accordance with the descriptions below in section 2. Severity Levels and Response times.
 - Use commercially reasonable efforts to respond to the Incident within the time specified below in section 2. Severity Levels and Response times.
 - Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Licensee provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
 - Give Licensee direction and assistance in resolving the Incident.
 - Keep a record of ongoing communications with Licensee.
 - Use commercially reasonable efforts to resolve the Incident in accordance with the target response times
 - Upon request of Licensee, discuss Severity Level and ongoing communication time frame.

- **Severity Levels and Response times:** RapidMiner will prioritize Incidents according to the following Severity Level criteria:

Severity Level	Description	Response time
Severity 1	Critical Business Impact. Licensee's use of the software is stopped or so severely degraded that the Licensee cannot reasonably continue work related to the software and no workaround is available.	2 business hours
Severity 2	Substantial Business Impact. Important software features are unavailable with no workaround available. Licensee's use of the software is continuing; however, there is a serious impact on the Licensee's productivity.	4 business hours
Severity 3	Some Business Impact. Important software features are unavailable, but a workaround is available, or less significant features are unavailable with no workaround. Licensee's work related to the software has a minor loss of operational functionality or implementation resources.	2 business day
Severity 4	Minimal Business Impact. Licensee requests information, an enhancement, or documentation regarding the software but there is no or a minimal impact on the operation of the software. Licensee's use of the software is continuing and no work is being materially impeded at the time.	2 business days

- **Support Operating Days and Times:** Support Hours and Days are

Supported Days	Greenwich Mean Time	Eastern Standard Time	Central Standard Time	Pacific Standard Time
Monday, Tuesday, Wednesday, Thursday, Friday.	8am – 10pm	3am – 5pm	2am – 4pm	12am – 2pm

Note: Limited support during European and US public holidays.

- **Escalations Procedure:** Escalations are only permitted on severity 1 or 2 issues. Primary escalation procedure is to raise the issue with Licensee's account manager and they will internally escalate. Licensees may also escalate the issue by sending an email to supportescalation@rapidminer.com. In the email please detail the case number, the Licensee contact details and as much details as possible about the issue.
- **Resolution and Closure of Incidents:** Incidents shall be closed in the following manner:

For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or requiring Licensee to upgrade to an available software fix.

In the event that custom or unsupported plug-ins or modules are used, RapidMiner may ask, in the course of attempting to resolve the issue, that the Licensee remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then RapidMiner may consider the issue to be resolved.

For issues outside of scope of Support and Maintenance Services, RapidMiner may also close issues by identifying the Incident as outside the scope of the Support and Maintenance Services or arising from a version, platform, or usage case which is excluded from this Support Policy.

Dropped Issues, RapidMiner may close a case if the Contact has not responded to two (2) attempts or more made by RapidMiner to collect additional information required to solve the case.