

## RSTUDIO, INC.

### MAINTENANCE AND SUPPORT PROGRAM

This Maintenance and Support Program describes the Maintenance and Support Services offered by RStudio to licensed users (“You or “Your”) of RStudio software products. Upon entering an agreement with RStudio for a paid subscription for an RStudio software product, You will be entitled to the following Maintenance and Support Services for such RStudio software product for the term of Your paid subscription, subject to your payment of the applicable subscription fees. Maintenance and Support Services do not include on-site technical support, training, professional services or related out-of-pocket expenses or Maintenance and Support for RStudio software products for which you have not purchased a subscription. RStudio may amend or modify this Maintenance and Support Program at any time and will post the updated version at <https://www.rstudio.com/about/support-agreement/>; provided, however, that any amendments or revisions will not take effect until the renewal of your then-current Maintenance and Support Services term.

#### A. Maintenance and Support Services; When and How to Make Requests for Problem Resolution.

1. You shall have access to an automated ticket and reporting service through which support requests are logged and ticket (ID)s issued within thirty minutes. This service can be reached at <https://support.rstudio.com> or a direct email can be sent to [support@rstudio.com](mailto:support@rstudio.com). You may designate two named technical support contacts that will be authorized to file a ticket with RStudio.
2. RStudio will undertake commercially reasonable efforts during the term of this Agreement to respond within eight (8) business hours to any ticket requesting support during normal business hours, i.e., from 9 a.m.–5 p.m. Eastern Time, Monday through Friday, except for holidays. RStudio will undertake commercially reasonable efforts to respond to tickets received outside of normal business hours on the next business day. RStudio will make commercially reasonable efforts to resolve any problem rendering the RStudio software unusable as quickly as possible, and to resolve non-material defects with or before the next release of the RStudio software.
3. RStudio will provide You with all Updates and Upgrades for no additional fee, together with all required amendments to the associated the product documentation. New products for which RStudio charges a separate fee are not included as part of Maintenance and Support Services. For purposes hereof, “Updates” means interim releases incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by RStudio to customers who subscribe to the RStudio Maintenance Program. The content and timing of all Updates shall be decided upon by RStudio in its sole discretion. “Upgrades” means full product releases which contain substantial functional enhancements that are provided by RStudio to customers who subscribe to the RStudio Maintenance Program. The content and timing of all Upgrades shall be decided by RStudio in its sole discretion. Upgrades do not include any products that are marketed and priced separately by RStudio or which RStudio does not make available to its customers who subscribe to the RStudio Maintenance Program.
4. Maintenance and Support Services are available for the resolution of technical issues related to the RStudio software product for the term of Your paid subscription. These technical issues include installation, configuration, maintenance, and general usage of the purchased RStudio software product.
5. Maintenance and Support Services specifically exclude:
  - direct support for the R Programming Language including, but not limited to technical and programming issues;
  - defects or errors resulting from any modifications unless made, instructed, or approved by RStudio or an authorized agent of RStudio;
  - any version of an RStudio software product other than (a) the two most current “point” releases of the current major version; and (b) the last released “point” release of the previous major version, provided that in no event shall RStudio support any version for less than six (6) months;
  - any fault in Your use environment or in any software or hardware used in conjunction with the RStudio software product; and
  - defects or errors caused by the use with any non-RStudio software products other than those specifically certified for use by RStudio as set forth in the documentation for the applicable RStudio software product.
6. From time to time, RStudio adopts polices regarding matters such as use of anti-virus programs, support of operating systems, and other similar policies. These policies are available at [www.rstudio.com](http://www.rstudio.com), are incorporated by reference herein, and may be amended by RStudio from time to time provided any such amendments shall not materially reduce Your rights under this Program or License Agreement.

B. Your Obligations. To be eligible for Support and Maintenance Services, You must:

- ensure that all undisputed payments and applicable fees owed to RStudio have been paid and are not delinquent; provided, however, that if the parties are unable to resolve a payment dispute within 90 days, RStudio may cease providing support under this Program until the dispute is resolved;
- ensure that the RStudio software product is used in accordance with the terms of the applicable RStudio license agreement;
- ensure that the RStudio software product is being used on a supported operating system and, if applicable, web browser per the RStudio [Platform Deprecation Strategy document](#).
- other than You and Your Users, not request, permit or authorize anyone other than an RStudio authorized person to provide any maintenance or support services for the RStudio software product;
- reasonably co-operate with RStudio's technical support personnel in the diagnosis of any error or defect in the RStudio software products; and
- make available to RStudio, free of charge, all information, facilities and services reasonably required and requested by RStudio to enable RStudio to perform the Maintenance and Support Services described herein.