

RSTUDIO, INC.

SUPPORT PROGRAM

Last Updated: March 8, 2021

This Support Program describes the Support Services offered by RStudio to licensed users (“You or “Your”) of RStudio Software. During Your paid subscription to the Software, You will be entitled to the following Support Services for such Software provided you have paid all applicable subscription fees. Support Services do not include on-site technical support, training, professional services or related out-of-pocket expenses or support for RStudio Software for which you have not purchased a subscription and Support Services do not apply to [rstudio.cloud](https://www.rstudio.com/about/rstudio-service-terms-of-use/) or [shinyapps.io](https://www.rstudio.com/about/rstudio-service-terms-of-use/) online services whose terms are fully described at <https://www.rstudio.com/about/rstudio-service-terms-of-use/>.

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 Subscription Term.

All defined terms used herein, including without limitation “Software” and “Updates”, shall have the meaning accorded to such term in the RStudio End User License Agreement at <https://www.rstudio.com/about/eula/> (the “EULA”).

A. 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. Unless otherwise specified in Your Order Form for the Software, You may designate up to two named technical support contacts that will be authorized to file a ticket with RStudio.
2. RStudio will undertake commercially reasonable efforts during your Subscription Term 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 that renders the Software unusable as quickly as possible, and to resolve non-material defects with or before the next release of the Software.
3. RStudio will provide You with all Updates to the Software for no additional fee, together with all required amendments to the associated Software documentation. New products for which RStudio charges a separate fee or which RStudio does not make generally commercially available to customers under Support Services are not included as Updates or as part of Support Services. The content and timing of all Updates shall be decided upon by RStudio in its sole discretion.
4. Support Services are available for the resolution of technical issues related to the Software for the Subscription Term of Your paid subscription. These technical issues include installation, configuration, maintenance, and general usage of the licensed Software.
5. Support Services specifically exclude:
 - direct support for Open Source Programming Languages (as defined in the EULA) 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 Software 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 Software; and
 - defects or errors caused by the use of any non-RStudio software products or software applications other than those specifically certified for use by RStudio as set forth in the documentation for the applicable RStudio Software.
6. From time to time, RStudio adopts policies 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, 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 Support Program or the EULA.

7. If you have purchased Premium Plus Support, you are entitled to the additional support services set forth at <https://rstudio.com/about/premium-plus-support>.

B. Your Obligations. To be eligible for Support 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 Services until the dispute is resolved;
- ensure that the RStudio Software is used in accordance with the terms of the EULA or the agreement executed by You and RStudio for the license of the Software;
- ensure that the Software is being used on a supported operating system and, if applicable, web browser. The support operating systems and web browsers are set forth in the RStudio Platform Deprecation Strategy Document at: <https://rstudio.com/about/platform-support/>
- not, directly or indirectly using a third party, make any modifications to the Software;
- reasonably co-operate with RStudio's technical support personnel in the diagnosis of any error or defect in the Software; 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 Support Services described herein.