Support Agreement

Posit Software, PBC

Last Updated: November 2, 2022

Support Program

This Support Program describes the Support Services offered by Posit Software, PBC ("Posit") (formerly known as RStudio, PBC) to licensed users ("You" or "Your") of Posit 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 training, on-site technical support, professional services or related out-of-pocket expenses or support for Posit Software for which you have not purchased a subscription and Support Services do not apply to posit.cloud or shinyapps.io online services whose terms are fully described at https://posit.co/about/posit-service-terms-of-use/.

Posit may amend or modify this Support Program at any time and will post the updated version at https://posit.co/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 Posit End User License Agreement at https://posit.co/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@posit.co. 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 Posit.
2. Posit 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. Posit will undertake commercially reasonable efforts to respond to tickets received outside of normal business hours on the next business day. Posit 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. Posit 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 Posit charges a separate fee or which Posit 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 Posit 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. The Software follows a calendar versioning scheme using the 'YYYY.MM.n' format where 'YYYY' and 'MM' together indicate the year and month in which the particular version was released and 'n' indicates the patch number. A "Software Edition" for purposes hereof refers to all releases of the Software (and Updates thereto) with the same YYYY.MM version number. (For example, 2021.09.0 and 2021.09.1 belong to the same Software Edition.)

6. Each Software Edition is eligible for Support Services from its YYYY.MM date for 18 months. (For example, 2021.09.0 and 2021.09.1 would both be supported until March 31, 2023.) The most recent Software Edition is always supported regardless of its age.

7. 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 Posit or an authorized agent of Posit;
   ○ any Software Edition no longer eligible for Support Services;
   ○ 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-Posit software products or software applications other than those specifically certified for use by Posit as set forth in the documentation for the applicable Posit Software.

8. From time to time, Posit adopts polices regarding matters such as use of anti-virus programs, support of operating systems, and other similar policies. These policies are available at posit.co, are incorporated by reference herein, and may be amended by Posit from time to time provided any such amendments shall not materially reduce your rights under this Support Program or the EULA.

9. If you have purchased Premium Plus Support, you are entitled to the additional support services set forth at https://posit.co/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 Posit have been paid and are not delinquent; provided, however, that if the parties are unable to resolve a payment dispute within 90 days, Posit may cease providing Support Services until the dispute is resolved;

● ensure that the Posit Software is used in accordance with the terms of the EULA or the agreement executed by You and Posit 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 Posit Platform Deprecation Strategy Document at: Platform Deprecation Strategy document;

- not, directly or indirectly using a third party, make any modifications to the Software;
- reasonably co-operate with Posit's technical support personnel in the diagnosis of any error or defect in the Software; and
- make available to Posit, free of charge, all information, facilities and services reasonably required and requested by Posit to enable Posit to perform the Support Services described herein.