PARTNER AGREEMENT

This DataRobot Partner Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between:

(1) DataRobot, Inc., a Delaware corporation with offices at 225 Franklin Street, 13th Floor, Boston, MA 02110 ("DataRobot") and

(2) ________________________, a ________________ corporation with offices at __________________________

("Partner").

DataRobot and Partner are referred to as a "Party" and collectively as the "Parties".

1 DEFINITIONS

In this Agreement the following terms shall be defined as follows:

Affiliate means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such Party, or which is a wholly owned subsidiary of such Party, where "control" means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.

Approval Notice notification to Partner by email or via the Partner Portal of DataRobot's approval of a Lead registered on the Partner Portal.

Confidential Information means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") that is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information and the circumstances surrounding the disclosure.

Customer a customer who purchases the Solution for its internal business purposes.

Customer License Agreement The Master License Agreement or other negotiated license agreement entered into by a Customer with DataRobot.

Documentation the documentation provided as part of the Solution (as it may be updated by DataRobot from time to time).

Fees the fees for the Solution stated in an Order.

Lead a lead:

(a) initiated by Partner for a potential Transaction with a new customer, for which DataRobot has no record; or

(b) introduced to Partner by DataRobot.

Margin the percentage of the Fees paid by a Customer that are payable to Partner as a margin as set out in the Partner Program Guide.

Master Licence Agreement the DataRobot standard form master license agreement at the URL provided in the applicable Order.

New Business Meeting has the meaning give to it in Section 3.

Opportunity a Lead that has been approved by DataRobot with an Approval Notice and a New Business Meeting has taken place.
Order: an order, order form, statement of work or purchase order that references this Agreement and contains details of the Fees, the Solution to be purchased and for resale transactions, the amount of the Margin.

Partner Portal: DataRobot’s online partner portal located at https://partners.datarobot.com/.

Partner Program: the DataRobot partner programs described in the Partner Program Guide as they may be updated from time to time by DataRobot, and any other programs incorporated into this Agreement by reference.

Partner Program Guide: the DataRobot partner program guide available via the Partner Portal.

Solution: the DataRobot products and services (including any updates that DataRobot makes generally available) as described in an Order.

Term: the term of this Agreement commencing on the Effective Date and ending when this Agreement is terminated in accordance with its terms.

Transaction: an Opportunity that has been converted to a legally binding sale of the Solution to a Customer by Partner.

2 TERM OF THIS AGREEMENT

2.1 This Agreement commences on the Effective Date and will continue for the Term.

3 PARTNER PROGRAM

3.1 Schedule 1 shall apply where Partner resells the DataRobot Solution.

3.2 Schedule 2 shall apply where Partner refers a potential Lead to DataRobot.

3.3 Lead Registration Process:

(a) Partner will register identified Leads in the Partner Portal.

(b) DataRobot shall be entitled to approve or reject any Leads registered.

(c) If a Lead is approved, DataRobot shall provide Partner with an Approval Notice.

(d) DataRobot shall not issue another Approval Notice for the same Lead to any other partner for six months from the date of the Approval Notice (the “Exclusivity Period”).

(e) Within 90 days of the date of an Approval Notice, Partner will arrange and attend a meeting, with the Lead, to discuss the terms of a potential Transaction (“New Business Meeting”). The Lead will become an Opportunity once the New Business Meeting has taken place.

(f) If the New Business Meeting does not take place within 90 days of the date of an Approval Notice, the Exclusivity Period will automatically expire. Partner may re-register the Lead and DataRobot may issue a further Approval Notice, in which event the process in Sections (c) to (e) above will apply again.

(g) DataRobot may identify Leads that it wishes to provide to Partner. If DataRobot identifies such a Lead, DataRobot will notify Partner. If Partner does not want to pursue the Lead it shall notify DataRobot in writing. If Partner does want to pursue the Lead Partner shall follow the process in Sections (a) to (f) above.

(h) On expiry of the Exclusivity Period, all rights of Partner with respect to the Opportunity will automatically expire unless Partner re-registers the Lead and DataRobot issues a further Approval Notice.

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(i) DataRobot shall be entitled to revoke an Approval Notice if:

(i) Partner introduces a technology or service provider to the Customer for the Opportunity which competes with the Solution;

(ii) Partner is not actively developing the Opportunity, to DataRobot’s reasonable satisfaction;

(iii) Partner or DataRobot is unable to provide the software or services required by the Opportunity; or

(iv) the Customer for the Opportunity indicates that it no longer wishes to engage with Partner or DataRobot.

(j) In the event of a conflict between multiple partners relating to the introduction of a Lead, DataRobot shall be entitled to identify which partner will receive the Approval Notice.

3.4 DataRobot shall be entitled to modify the Partner Program, the Partner Program Guide or both, upon notice to Partner. Notice may be given via the Partner Portal or by email.

3.5 If DataRobot provides Partner with not-for-resale (“NFR”) licenses to the Solution, Partner will use those NFR licenses subject to the terms of the Master License Agreement. Notwithstanding that:

(a) Partner may only use NFR licenses to the Solution during the Term;

(b) Partner may only use NFR licenses for product demonstration purposes; and

(c) Partner will not use NFR licenses for its own data processing.

3.6 Partner shall not, and shall not authorise any third party to, attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Solution except to the extent the law in the Customer’s jurisdiction permits this where necessary for the purposes of integrating the operation of the Solution with the operation of other software or systems used by the Customer. Before carrying out such action, Partner shall give no less than 30 days’ written notice and the exception will not apply if DataRobot is prepared to carry out such action at a reasonable commercial fee or provides the information necessary to achieve such integration within a reasonable period.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 The Solution and Documentation are the proprietary intellectual property of DataRobot. Subject to any licenses granted in this Agreement, DataRobot retains sole and exclusive ownership of all right, title, and interest in and to the Solution, Documentation and any other technology used to provide them.

4.2 Any, and all enhancements, modifications, corrections, and derivative works that are made to the Solution will be considered part of the Solution for the purposes of this Agreement and will be owned by DataRobot.

4.3 If Partner gives any feedback on the Solution or suggests changes or improvements Partner grants to DataRobot, without charge, the fully paid-up, perpetual right to exploit such feedback for any purpose.

4.4 Partner shall:

(a) not alter or remove any notices of proprietary rights that appear in the Solution or the Documentation;

(b) notify DataRobot promptly on becoming aware of any infringement or other violation of DataRobot’s rights; and

(c) use its best efforts to protect DataRobot’s intellectual property rights.

5 WARRANTIES

5.1 Each Party represents that it has full legal power and authority to enter into this Agreement and perform its obligations under it.

5.2 Any warranties for the Solution are provided directly to Customers by DataRobot under the applicable Customer License Agreement.
5.3 Partner shall not make any statements or representations about the Solution that could be misleading or deceptive or are different from or inconsistent with those made or authorised by DataRobot in writing.

5.4 Except as expressly set out in this Agreement all other conditions, warranties or other terms which might have effect or be implied or incorporated into this Agreement whether by statute, common law or otherwise are excluded.

6 PAYMENTS, INVOICING AND TAXES

6.1 No Margin will apply to Transactions:
   (a) for which there is no Opportunity; or
   (b) where the associated Approval Notice has expired or is revoked by DataRobot.

6.2 If DataRobot is required to refund Fees to Partner pursuant a warranty claim by a Customer under the terms of a Customer License Agreement, then Partner will also refund the corresponding Margin to the Customer within 30 days of Partner’s request for a refund from DataRobot.

6.3 Partner shall pay invoices within 30 days of the invoice date regardless of whether it has received payment from the Customer.

6.4 If requested by DataRobot, Partner shall promptly provide tax receipts or other documents issued by the relevant tax office showing the payment of any withholding tax.

6.5 Following no less than 14 days’ written notice, DataRobot may suspend access to the Solution if any payments are not received within 60 days of the invoice date.

6.6 All fees are exclusive of any sales, excise, export, import, value added or similar tax (“Tax”). Partner is responsible for the payment of any Tax. Partner shall pay DataRobot’s invoices for Tax whenever DataRobot is required to collect Tax from Partner.

6.7 All amounts due under this Agreement shall be paid by Partner in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by DataRobot, Partner shall promptly provide tax receipts or other documents issued by the relevant tax office showing the payment of any withholding tax.

6.8 Except as otherwise set out in this Agreement, this Agreement and each Order are non-cancellable and all Fees are non-refundable.

7 PARTNER OBLIGATIONS

7.1 Partner will comply with its obligations detailed in the Partner Program Guide.

7.2 Partner shall:
   (a) actively market the Solution during the Term;
   (b) only use printed or electronic marketing materials made generally commercially available by DataRobot via the Partner Portal;
   (c) comply with all applicable laws and regulations with respect to the use of the Solution and the performance of its obligations under this Agreement; and
   (d) comply with any laws and regulations governing use, export, re-export, and transfer of the Solution and Documentation and will obtain all required local and extraterritorial authorizations, permits or licenses.

7.3 Partner hereby grants DataRobot a fully paid up, non-exclusive licence to refer to Partner by its trade name and logo and may briefly describe Partner’s business, in DataRobot’ marketing materials and on the DataRobot website.

8 TERMINATION

8.1 Either Party may terminate this Agreement:
   (a) for convenience at any time by providing 60 days’ written notice to the other Party;
   (b) for any material breach of the other Party not cured within 30 days following the date of written notice of the breach served on the other Party; or
8.2 DataRobot shall have the right to terminate this Agreement immediately in the event that Partner is acquired by or merged with a competitor of DataRobot.

8.3 On termination of this Agreement:
(a) all licenses granted by DataRobot to Partner will automatically terminate;
(b) Partner will promptly destroy or return to DataRobot all complete and partial copies of the Solution;
(c) Partner will immediately stop using the DataRobot name and trademarks and discontinue all representations that it is a partner of DataRobot;
(d) each Party will promptly return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party; and
(e) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

8.4 The following Sections of this Agreement will survive any termination or expiration of this Agreement: 1 (Definitions), 4 (Intellectual Property Rights), 5 (Warranties), 6 (Payment and Invoicing), 8.3 (Consequences of Termination), 9 (Confidentiality), 10 (Limitation of Liability), 11 (Indemnification), 14 (Entire Agreement), 15 (Notices), 16 (General), as well as Paragraph 2.4 of Schedule 1 (Customer License Agreements and Restrictions), Paragraph 4 of Schedule 1 (Payments), and Paragraph 1.2 of Schedule 2 (Payments).

8.5 Following termination of this Agreement, Partner will cooperate as reasonably requested by DataRobot to transition any Partner-provided ongoing support of Customers, to DataRobot or to a third party chosen by DataRobot, in DataRobot’s absolute discretion.

9 CONFIDENTIALITY

9.1 The Receiving Party will:
(a) not use the Disclosing Party’s Confidential Information for any purpose other than as required for the Receiving Party to exercise its rights and comply with its obligations in this Agreement;
(b) not disclose such Confidential Information to any person or entity other than on a need-to-know basis;
(c) ensure that anyone to whom Confidential Information is disclosed is bound by written obligations of confidentiality in place with the Receiving Party; and
(d) apply a level of protection to the confidentiality of the Disclosing Party’s Confidential Information at least the same as it applies to its own Confidential Information.

9.2 If the Receiving Party is required by applicable law or court order to make any disclosure of the Disclosing Party’s Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and the Receiving Party will provide cooperation to the Disclosing Party in seeking to obtain such protection.

9.3 Confidential Information shall not include information that the Receiving Party can show:
(a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure;
(b) is or becomes publicly known through no breach of this Agreement;
(c) is independently developed without the use of the other Party’s Confidential Information; or
(d) is rightfully obtained from a third party without breach of any confidentiality obligation.
9.4 The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party’s Confidential Information could cause substantial harm to the Disclosing Party for which damages would not be an adequate remedy.

10 LIMITATION OF LIABILITY

10.1 Subject to Section 10.3, in no event shall either Party be liable for any

(a) loss of revenues or profits;
(b) loss of or damage to business reputation;
(c) loss of use, business interruption;
(d) loss of wasted management time or staff time;
(e) loss of data; or
(f) indirect, incidental, special, punitive or consequential whether in an action in contract or tort (including negligence), even if the other Party has been advised of the possibility of such damages.

10.2 Subject to Sections 10.1 and 10.3, Neither Party’s liability for any damages (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise) under this Agreement shall exceed an amount equal to 100% of the total Fees paid and payable to DataRobot, during the 12 months immediately preceding the claim giving rise to such damages, or if no Fees are paid or payable, $50,000. This limitation of liability is an aggregate and not applied per incident.

10.3 The limitations in this Section will not apply to:

(a) Partner’s (or a Partner Affiliate’s) breach of Section 3 (Partner Program), Section 7 (Partner Obligations), Section 9 (Confidentiality), Partner’s obligations under Section 11 (Indemnification), or Paragraph 2.4 of Schedule 1;
(b) either Party’s liability for: (i) any other matter which by law may not be excluded or limited; or (ii) payment of Fees.

11 INDEMNIFICATION

11.1 Partner agrees to defend DataRobot from and against any third party claims, demands, or causes of action, and shall indemnify DataRobot against all judgments, damages, costs, and expenses finally awarded or settled in such claims, demands, or causes of action (including reasonable attorneys’ fees and court costs) to the extent arising out of:

(a) any violation of applicable law or regulation by Partner (or an Affiliate of Partner);
(b) any third-party allegation that Partner’s (or a Partner Affiliate’s) products or services infringe the intellectual property rights of a third party; or
(c) misrepresentation, fraud, or the wilful or grossly negligent acts or omissions of Partner (or an Affiliate of Partner).

11.2 DataRobot agrees to defend Partner from and against any third party claims, demands, or causes of action, and shall indemnify Partner against all judgments, damages, costs, and expenses finally awarded or settled in such claims, demands, or causes of action (including reasonable attorneys’ fees and court costs) arising out of any third-party allegation that the Solution or Partner’s use or resale of the Solution infringes the intellectual property rights of a third party.

11.3 Each Party’s indemnification obligations under this Section are conditioned upon the indemnified Party:

(a) notifying the indemnifying Party of the indemnification claim in writing as soon as possible once they are aware of the claim;
(b) giving the indemnifying Party control over the defense of the claim and settlement of it. The indemnified Party may, at its own expense, assist in the defense if it so chooses, but the indemnifying Party shall control the defense and all negotiations related to the settlement of any such claim; and
(c) providing all reasonable assistance to the indemnifying Party.

12 MARKETING RIGHTS
12.1 Partner may use DataRobot’s trademarks and service marks ("DataRobot Marks") for marketing the Solution in accordance with DataRobot’s branding and trademark guidelines. DataRobot may revoke Partner’s use of the DataRobot Marks at any time. Partner shall not gain any right, title, or interest with respect to the DataRobot Marks resulting from its use of them, nor shall any rights or goodwill associated with the DataRobot Marks accrue to the benefit of Partner.

12.2 From time to time, DataRobot may ask Partner to participate in joint press conferences or joint press releases ("Joint Marketing Activity"). Partner shall participate in such Joint Marketing Activity provided that each Party shall approve the content and substance of the Joint Marketing Activity in advance in writing.

12.3 Partner shall not register a mark, name, device, or logo identical or similar, to any DataRobot Mark for use on any website, webpage URL or otherwise. Partner shall not use a domain name, corporate name, email address or social media profile that incorporates any DataRobot Mark.

12.4 Neither Party shall issue any press release or public statement relating to this Agreement or its subject matter, without the prior written approval of the other Party.

13 ANTI BRIBERY

13.1 In connection with this Agreement, neither Party has, and each Party shall continue not to:

(a) offer, promise or give a financial or other advantage to another person or business with the intention of inducing that person or business to perform improperly a relevant function or activity or rewarding another person or business for the same;

(b) request, agree to receive or accept a financial advantage for the improper performance of a relevant function or activity;

(c) bribe a foreign public official with the intent of influencing the official to facilitate the winning or retention of business or a business advantage; and/or

(d) tolerate or accept any behaviour the same or similar, to that described in this Section, from its suppliers.

13.2 Each Party warrants and represents that:

(a) it has and will comply with all applicable bribery legislation, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act;

(b) it has in place a policy on anti-corruption that applies across its business, including its Affiliates which prohibits bribes of any form as described above, including kickback payments and facilitation payments;

(c) it has not and will not use gifts or donations, politically or otherwise, to influence a stakeholder or business partner;

(d) it has not and will not, in its relationship with the other Party (including its employees and contractors), offer excessive or lavish gifts, hospitality or donations or seek to obtain an improper business advantage with gifts, hospitality or donations; and

(e) it is compliant with other relevant financial crime legislation, rules, and standards, including without limitation in relation to trade and economic sanctions, money laundering and other crimes.

13.3 Partner shall:

(a) maintain accurate and complete written records in relation to its activities under this Agreement in accordance with best industry practice; and

(b) keep written records of all expenditures made by or on behalf of Partner that clearly and accurately identify the persons or entities that receive payments.

13.4 DataRobot may terminate this Agreement immediately either upon violation of this Section 14 or if this Agreement is found to be impermissible under applicable law.

14 ENTIRE AGREEMENT

14.1 This Agreement and any documents referred to in it are the complete and exclusive statement of the Parties’ agreement and supersede all proposals or prior arrangements, understandings or agreements between the Parties relating to the subject
matter of this Agreement. The person signing this Agreement for each Party represents that they are duly authorized by all necessary and appropriate corporate action to sign or accept this Agreement.

14.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, understanding or warranty (whether in writing or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15 **NOTICES**

15.1 All notices required to be given under this Agreement shall be in writing and delivered by hand, email, first class prepaid mail or recorded delivery mail.

15.2 Notices for DataRobot shall be sent to legal@datarobot.com or DataRobot Inc., 225 Franklin St.; 13th Floor, Boston, MA 02110 Attn: Legal.

15.3 Notices for Partner shall be sent to the bill to address on the Order or address indicated below.

15.4 Notice shall be deemed given:

(a) when received, if delivered by hand; or

(b) the next business day after it is sent, if sent by email, by first class prepaid mail or recorded delivery; or

(c) five business days following postage if sent internationally.

16 **GENERAL**

16.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights for a third party to enforce any term of this Agreement.

16.2 If this Agreement conflicts with any of the terms or conditions of any Order, then, unless otherwise set out in this Agreement, the terms and conditions of the Order will control solely with respect to the Solution covered by the Order. Any purchase orders issued by Partner shall be deemed to be for Partner’s convenience only and, notwithstanding acceptance of purchase orders by DataRobot, shall in no way change, override, or supplement this Agreement.

16.3 Any waiver or modification of the provisions of this Agreement will only be effective if in writing and signed by both Parties. Waivers and amendments to this Agreement shall be effective only if made by non-pre-printed agreements clearly understood by both Parties to be an amendment or waiver to this Agreement.

16.4 If any provision (or part of a provision) of this Agreement is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

16.5 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.6 DataRobot is an independent contractor and not an employee of Partner. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party, or be considered the agent, partner, joint venture, employer or employee of the other Party.

16.7 Customer may not assign or subcontract this Agreement or its rights under it without the prior written approval of DataRobot.

16.8 Neither the Uniform Commercial Code (UCC) nor the Uniform Computer Information Act (UCITA) will apply to this Agreement.

16.9 As defined in FAR section 2.101, the Solution and Documentation are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (S) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
16.10 Except for payment obligations, neither Party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its reasonable control including acts of any government or government agency such as blocking internet traffic or any webpage (each a “Force Majeure Event”). The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

16.11 This Agreement and any dispute (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts. Each Party consents to the exclusive personal jurisdiction and venue of such courts.
IN WITNESS WHEREOF, DataRobot and Partner have executed this Agreement on the Effective Date.

PARTNER:____________________________

By: ________________________________

Dated:______________________________

Name: ____________________________

Title: _____________________________

DATAROBOT, INC.

By: ________________________________

Dated:______________________________

Name: ____________________________

Title: _____________________________

Partner Notice Address:

Name: ____________________________

Address: __________________________

Email Address: ____________________
Schedule 1
Reseller Program

17 LICENCE GRANT
17.1 Subject to the terms of this Agreement, DataRobot appoints Partner as a non-exclusive reseller during the Term with the right to market, demonstrate and resell the Solution to Customers in the Territory.

18 ORDERS AND CUSTOMER LICENSE AGREEMENT
18.1 Promptly following the issue of an Approval Notice:
   (a) Partner will send DataRobot details of the Solution being resold and any proposed discounts agreed by Partner;
   (b) DataRobot will generate an Order; and
   (c) Partner will execute and submit the Order and a purchase order to DataRobot.
18.2 Partner shall provide any additional documentation and information requested by DataRobot as evidence of a Transaction.
18.3 DataRobot will indicate acceptance of the Order and the Transaction by emailing the license keys to the Customer.
18.4 Partner shall cooperate with DataRobot to enforce Customer License Agreements and address any breaches committed by Customers. Except where Partner refers an Opportunity to DataRobot, Partner shall ensure that its ordering document to the Customer makes it clear that the Customer’s use of the Solution will be subject to, and conditional on the Customer entering into the Customer License Agreement.
18.5 If a Customer requests any amendments to the Customer License Agreement, Partner will refer the Customer to DataRobot for the purposes of agreeing any amendments. Partner is not authorized to agree to any amendment to the Customer License Agreement.
18.6 If during the Exclusivity Period, Customer wishes to complete the purchase of the Solution directly from DataRobot, DataRobot will pay Partner the Margin for that Opportunity.

19 RESELLER RESTRICTIONS
19.1 Partner shall not appoint or resell the Solution through a sub-reseller without DataRobot’s prior written consent.
19.2 If Partner is located in the European Union, Partner shall not be prevented from selling to a Customer located outside the Territory where that Customer approaches Partner in the Territory on its own initiative (and has not been solicited by Partner) and where that Customer is located and takes delivery within the European Union.

20 PAYMENTS
20.1 DataRobot will invoice Partner for the Fees minus the Margin based on an executed Order.
21 REFERRAL PROGRAM

21.1 Where:
   (a) Partner refers a Lead to DataRobot for the sale of the Solution by DataRobot directly to the Customer; and
   (b) DataRobot issues an Approval Notice such that the Lead becomes an Opportunity; and
   (c) DataRobot and the Customer enter into a Customer License Agreement,

subject to Paragraph 1.2 below, DataRobot will pay Partner the Margin as described in the Partner Program Guide.

21.2 Partner shall invoice DataRobot for the Margin, and DataRobot will pay Partner within 30 days following the last day of the month in which DataRobot receives in cleared funds all Fees from the Customer.