

SAS® applicable Supplier Terms & Conditions

Each SAS® GCloud15 offering (the “**Offering(s)**”) which SAS® make available for Buyers through the GCloud15 Framework will be supplied by SAS® with all applicable Buyer rights to access and/or use such Offering(s) and receive any Offering services (the “**Rights to Use**”) included for the duration of the term of each relevant Call Off Contract.

Buyers Rights to Use and/or receive the benefit of such Offering (s) will be subject to the Buyer’s compliance with those Rights to Use as set forth in the relevant applicable SAS® GCloud15 Offering **Supplier Terms** documentation, which may vary relative to the Offerings procured under the Buyer’s Order Form to a particular executed Call Off Contract,

Buyers should note that the phrase “**Supplier Terms**” has the meaning defined by the Definitions document applicable for the GCloud15 Framework terms and conditions, which can be found GCloud15 *Joint Schedule 1 (Definitions)*.

Thus, for the avoidance of doubt, SAS® Offerings supplied under a particular GCloud 15 Order Form will be provided for the benefit of Buyers on the terms set out in the applicable GCloud15 Order Form incorporated within the GCloud15 Call Off Contract. with all relevant Supplier Terms and Rights to Use included for the Buyer. for each SAS® Offering procured.

With the Supplier Terms, such as they are incorporated to a relevant GCloud15 Call Off Contract, being comprised from one or more documents from the following categories of Supplier Terms and Rights to Use documents:

- Supplier COTS Software; amd/or
- Supplier Licence Terms; and/or
- Supplier Service Specific Terms; and/or
- Supplier Standard Terms.

Each above bullet points being a defined term within the GCloud 15 Joint Schedule 1 “Definitions” document) and relating one or more documents available on the following hyperlink under this paragraph, “Contracting With SAS” which has to the complete set of SAS® terms governing the Rights to Use for all SAS Offerings, which may be selected by a GCloud 15 Buyer from time to time, and supplied by SAS pursuant to an executed GCloud15 Call Off Contract (which may be subject to change from time to time) or upon Buyer application to SAS.

[Contracting with SAS: Index | SAS](#)



Consulting Services Addendum

[中文](#) [Français](#) [Deutsch](#) [Italiano](#) [日本語](#) [한국어](#) [Español](#) [Polski](#) [Türkçe](#) [Português](#)

This Addendum applies only to Consulting Services. To purchase Consulting Services, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

1. Consulting Services

SAS will provide the Consulting Services on either a Fixed Price basis or a Time and Materials basis as described in the Order Form. Consulting Services do not include continued support or maintenance of any Work Product, unless such continued support or maintenance is detailed in the Order Form. Unless otherwise specified in the Order Form, the Consulting Services Term is one (1) year. Customer, its Related Entities or representatives may modify Work Product. In the event any party other than SAS modifies the Work Product, the *SAS Warranties and Disclaimers* and *Indemnification by SAS* sections of the Universal Terms will not apply to any such modified Work Product.

2. Time and Materials Consulting Services

This section applies only to Time and Materials Consulting Services.

2.1 Invoicing. Unless Customer elects to pre-pay Fees as set forth in an Order Form, SAS will invoice Customer monthly for Fees due.

2.2 Customer Budget. If the Order Form sets forth a Customer Budget, SAS will not perform Consulting Services or charge Fees exceeding such Customer Budget, provided that SAS can perform Consulting Services exceeding the Customer Budget by no more than 10% with Customer's written approval. Any Consulting Services in excess of 10% requires an amendment to the Order Form. Customer is not obligated to spend all of the Customer Budget. Except as otherwise set forth in the Order Form, Customer must use any Consulting Services hours for the stated Customer Budget within one (1) year from the effective date.

2.3 Prioritization. Prioritization will occur as part of the requirements documentation and scoping to focus efforts on higher priority requirements within the available Customer Budget. Lesser priority items discovered during the requirements process may require an increase to the Customer Budget via the Change Management process.

3. Fixed Price Consulting Services

This section applies only to Fixed Price Consulting Services.

3.1 Invoicing. SAS will invoice Customer for the Fees according to the schedule in the Order Form.

3.2 Acceptance. Customer will accept or reject a Deliverable within ten (10) business days of delivery. If Customer does not reject a Deliverable within this timeframe, the Deliverable is deemed to have been accepted. Customer must notify SAS in writing to reject a Deliverable and must specify the nature and scope of the deficiencies.

If Customer rejects a Deliverable, the parties will use reasonable efforts to follow these timeframes. Within five (5) business days after receipt of the rejection notice, SAS will either correct the deficiencies or propose the manner and timeframe for correcting the deficiencies. Customer will accept or reject any proposal from SAS for correcting any deficiencies within five (5) business days after receipt of SAS' proposal. Customer will accept or reject the corrected Deliverable within five (5) business days of SAS' delivery.

If Customer rejects SAS' proposal for correcting any deficiencies or rejects the corrected Deliverable, SAS may terminate the Agreement for the Consulting Services and refund the Fees paid for the Deliverable. In such event, Customer will delete or destroy the Deliverable.

If the Order Form does not specify any Deliverables, then the Services are deemed accepted as they are performed.

4. Customer's Responsibilities

Customer will:

- (a) provide accurate information and access to Customer personnel required for SAS to perform the Consulting Services;
- (b) review any Work Product and/or Deliverables as SAS reasonably requests;
- (c) back up all systems, data or software that SAS will access when performing the Consulting Services;

(d) implement reasonable measures to prevent SAS' inadvertent access to any Confidential Information not necessary for SAS' performance of the Consulting Services;

(e) make available facilities and equipment reasonably required for SAS to perform any on-site Consulting Services;

(f) provide any regulatory requirements to SAS for review in advance of the Consulting Services. Any regulatory requirements that impact the scope of the Consulting Services are subject to the *Change Management* section below; and

(g) provide and use a Connectivity Tool to limit and control SAS' access to the systems and data required for SAS to perform the Consulting Services. If individually assigned access is unavailable, Customer may permit SAS remote access via screen sharing applications (such as WebEx or Zoom) and an increase to the Customer Budget may be required via the Change Management process. SAS will use the Connectivity Tool regardless of whether access occurs remotely, at Customer's facility, or using SAS' or Customer's laptops or other hardware.

SAS is not liable for any performance delays caused by Customer's failure or delay to perform these responsibilities.

5. Taxes, Travel and Living Expenses

Fees do not include applicable taxes or travel and living expenses. SAS will invoice Customer monthly for actual travel and living expenses SAS incurs while performing Consulting Services. Unless specifically stated in the Order Form or Agreement, any pre-paid Fees are non-refundable and cannot be applied to taxes or travel and living expenses.

6. Change Management

For any change to the scope of Consulting Services or the assumptions set forth in the Order Form, SAS will prepare a written change order describing: (a) the changes; (b) the impact of the changes on the Consulting Services and the project schedule; (c) the estimated timetable; and (d) any additional Fees and cost.

Customer's project manager will respond in writing to a change order within five (5) business days. If the change requires payment of additional Fees, SAS will provide a proposed amendment to the Order Form. Until the parties mutually agree on the change order and sign an amendment, if required, SAS will continue to perform the Consulting Services as if the change order does not apply.

7. Customer Project Manager

Customer will designate one or more project managers to be Customer's primary contact(s) with SAS.

8. Time Limitations

Customer will not bring any claim against SAS related to the Work Product or Consulting Services more than one (1) year after the termination or completion of the Consulting Services under the applicable Order Form.



SAS Universal Terms

[中文](#) [Français](#) [Deutsch](#) [Italiano](#) [日本語](#) [한국어](#) [Español](#) [Polski](#) [Türkçe](#) [Português](#)

These Universal Terms apply to all Offerings. To order an Offering, Customer will enter into an Order Form with SAS that incorporates these Universal Terms and other Offering-specific addenda. [Definitions](#)

1. Permitted Use

1.1 Usage Rights. This section describes the standard usage or access rights for Offerings. The Order Form may contain additional or different usage or access rights.

1.1.1 For any SAS Managed Cloud Services Offering, Customer may access the System during the Term.

1.1.2 For any Software Offering installed outside of a System, SAS grants Customer a license to use the Software during the Term.

1.1.3 If the Offering includes Work Product, SAS grants Customer a royalty-free license to use the Work Product. If the Work Product relates to Software or a System, Customer will use the Work Product only in connection with the applicable Software or System and during the Term of the Agreement for the Software or System.

1.2 Benefit. Customer will use the Offering solely for the benefit of its operations in the Territory. If the Territory is global or includes more than one country, then Customer's Related Entities may also benefit from use of or access to the Offering.

1.3 Restrictions.

1.3.1 All license grants and usage rights are nonexclusive, nonassignable and nontransferable.

1.3.2 Customer will not (a) procure any Offering or Documentation to bring an intellectual property infringement claim against SAS; or (b) use any Offering or Documentation to create or assist a third party in creating an offering that competes with SAS.

1.3.3 Customer may use any Documentation only to support Customer's use of the related Software.

1.3.4 Customer will not use any Offering in a time-sharing or service provider arrangement.

1.4 Users. This Permitted Use section extends to Users.

2. Agreement Term

2.1 Effective Date; Term. The Agreement is effective upon the last date of signature or acceptance of the Order Form and will remain in effect for the Term.

2.2 Termination. If a party breaches the Agreement, the other party may terminate the Agreement if the breach has not been cured after thirty (30) days' written notice. SAS may terminate the Agreement immediately if (a) Customer violates SAS' intellectual property rights or (b) to avoid penalty or violation under applicable law, including if Trade Law prohibits or limits SAS in any manner from performing hereunder or transacting with any Customer or any User. Customer may terminate the Agreement as set forth in www.sas.com/termination. Obligations in the Agreement that by their nature are continuing survive expiration or termination. In addition, the terms of the Agreement will continue to apply if SAS continues to provide an Offering to Customer while the parties are in good faith negotiations to renew the Offering. SAS' provision of the Offering during any such negotiation is not fee waived.

If the Agreement terminates or expires, Customer will stop using the Offering and delete any media, Product Authorization Codes, or Documentation provided by SAS.

3. Fees

3.1 Fees. Fees are listed in the Order Form.

3.2 Payment. Payments are due net thirty (30) days. Refunds are not available unless specifically stated in the Agreement. SAS may designate an affiliate or a third party to invoice and/or collect payment on its behalf.

3.3 Pricing Metrics; Upgrades. The Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering under the relevant Order Form. Customer must contact SAS to change any factor impacting the Pricing Metric or applicable usage

or access rights. These changes may result in additional Fees calculated and invoiced based on the date of the change.

3.4 Taxes. Customer is responsible for any applicable taxes, duties, tariffs, or other governmental charges, except for taxes based on SAS' income. Unless otherwise stated in the Order Form, Fees do not include taxes. Customer may provide a tax exemption certificate to SAS. SAS will use reasonable efforts to include applicable taxes on SAS' invoice. Customer will self-assess and pay any VAT, GST or sales tax applicable to Customer's use of the Offering outside of the United States and not included on SAS' invoice.

3.5 Third Party Payments. Customer may designate a third party to receive invoices and make payments on Customer's behalf. Customer will be responsible for any related charges assessed by the third party. Payment of all Fees remains Customer's ultimate responsibility.

4. Technical Support

4.1 General. Technical support for the Software or System is included during the Term as documented in SAS' technical support policies at <https://support.sas.com/en/technical-support/services-policies.html>, which may be updated from time to time. Customer may obtain additional support services from SAS by executing an Order Form and paying additional Fees to SAS.

Technical support also includes access to all new releases, updates, bug-fixes, security patches and other corrective code that SAS makes generally available. Customer agrees to use reasonable efforts to install such content for Software not hosted by SAS. If Customer chooses not to install the current release of the Software or instructs SAS not to install the current release of the Software in a System, the level of technical support will diminish over time. During ongoing development, SAS may rename Offerings or add, change or delete individual components or functionality in new releases of the Software or System.

4.2 Customer Contacts and Notification. Customer must establish knowledgeable technical contacts who are qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems. When requesting technical support, Customer will notify SAS of any modifications to the Software or System not made by SAS. Failure to comply with these terms may result in longer response and resolution times.

5. Intellectual Property

The Agreement does not transfer any ownership rights. SAS and its licensors retain title to the Offering, any Documentation, source code, and any techniques, skills, concepts or know-how SAS utilizes or develops while performing the Agreement. Customer retains ownership to Customer Materials and any data Customer derives from using an Offering. The Software source code is a SAS trade secret. Customer and Users will not access source code or attempt to reverse engineer, reverse assemble or decompile the Software or System. Customer and Users will not remove any copyright or proprietary rights notice from any Offering. The Agreement does not limit any rights Customer may have under any open-source license covering any open-source component included in the Offering.

Use of any online training provided with an Offering but not separately listed on the Order Form is governed by the terms of the Agreement.

6. Customer Materials

6.1 Usage Rights. Customer grants SAS a nonexclusive, nonassignable, nontransferable and royalty-free license to use the Customer Materials solely to perform the Agreement.

6.2 Data Classification Forms. Before providing any Customer Materials to SAS, Customer will complete any data classification forms that SAS requests. Customer will only transmit Customer Materials to SAS using SAS-approved methods.

6.3 Format and Protection. Customer's failure to provide any required Customer Materials in a mutually agreed upon format and timeframe, and in a usable condition, may delay SAS' performance of the Agreement. The parties will manage any resulting schedule changes through a change control process, and additional Fees may apply.

Customer is responsible for: (a) the integrity of the Customer Materials; (b) backing up the Customer Materials, and (c) mitigating the risks inherent in storing or transmitting the Customer Materials via the System, including the risk of data loss.

6.4 Exclusions. SAS' warranties, indemnities and technical support set forth in the Agreement do not apply to Customer Materials.

6.5 Customer Materials Used in a System.

6.5.1 Customer must obtain SAS' prior written approval before using Customer Materials owned by a third-party data provider in the System. If any third-party data provider requires that SAS sign a separate data use agreement in order to use such data to perform the Agreement, then Customer, SAS and the provider will sign a three-party agreement. Notwithstanding the terms of any such data use agreement, the data provided by the third party will be deemed Customer Materials, and the Customer warranties and indemnification applicable to Customer Materials in the Agreement will apply.

6.5.2 If SAS believes the Customer Materials violate applicable law or third-party rights, SAS may either: (a) require Customer to remove the Customer Materials from the System; or (b) disable the Customer Materials.

6.5.3 Customer is responsible for: (a) providing or arranging for the provision of all support, maintenance, and upgrades for Customer Materials, including up-to-date virus protections; and (b) coordinating the timing of such activities with SAS. Customer may direct the Customer Materials provider to contact SAS on Customer's behalf for technical support issues if the provider believes the issue is connected to the System.

6.5.4 SAS may disable or remove Customer Materials in the event of any emergency situation or any threat or perceived threat to the System related to the Customer Materials. SAS will not be responsible for any adverse performance impact to the System or Downtime attributable to Customer Materials or to any such disengagement. In addition, SAS is not responsible for any compromises to the confidentiality, integrity, or availability of the System or Customer Materials that are attributable in whole or in part to Customer's use of Customer Materials.

7. Preproduction Offerings

7.1 **Preproduction Offerings.** During the Term, SAS may give Customer the opportunity to preview Preproduction Offerings at no cost to Customer so that Customer may provide feedback to SAS. No additional Order Form is required for Customer to preview a Preproduction Offering, regardless of whether the Preproduction Offering is a version of a production Offering that Customer has ordered via an Order Form or separate technology. Customer will not use Preproduction Offerings for production purposes.

7.2 **No Warranty. SAS PROVIDES PREPRODUCTION OFFERINGS "AS IS."** SAS' warranties and indemnification obligations set forth in the Agreement do not apply to Preproduction Offerings. SAS does not guarantee that any Preproduction Offering or functionality will be made generally available.

7.3 **Disclaimers. NEITHER CUSTOMER, SAS, NOR SAS' THIRD-PARTY LICENSORS ARE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE) RELATED TO THE PREPRODUCTION OFFERING, EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS AND SAS' THIRD-PARTY LICENSORS ARE NOT LIABLE FOR ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER RELATED TO A PREPRODUCTION OFFERING. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE LICENSES GRANTED UNDER THE AGREEMENT.**

7.4 **Hosted Preproduction Offering.** If SAS makes the Preproduction Offering available via a hosted environment, Customer will comply with the terms of use that SAS specifies in writing.

8. SAS Warranties and Disclaimers

8.1 **Intellectual Property Warranty.** SAS warrants that it has the right to license the Software or Work Product or provide the Offering to Customer. Customer's exclusive remedy for SAS' breach of this warranty is set forth in the *Indemnification by SAS* section.

8.2 **Virus Warranty; Conformance with Documentation Warranty.** SAS warrants that when delivered, each commercially available release of the Software will not contain a virus and will substantially conform to its Documentation. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, will: (a) repair the Software; (b) replace the Software; or (c) terminate the applicable Order Form and refund the Fees paid for the Software during the then-current annual period or any prepaid Fees under the Order Form.

8.3 **Skilled Personnel Warranty.** SAS warrants that the Consulting Services will be performed by skilled personnel. As Customer's exclusive remedy for breach of this warranty, SAS will refund the Fees paid for the Consulting Services at issue.

8.4 **Compliance with Law Warranty.** SAS warrants that it will comply in all material respects with all applicable laws related to SAS' performance of the Agreement. However, any noncompliance with applicable

laws that does not materially affect SAS' provision of the Offering or result in any fine or other action against Customer, will not be deemed a breach of this representation and warranty. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, will: (a) remedy such breach; or (b) terminate the applicable Order Form and refund the Fees paid for the Offering during the then-current annual period.

8.5 WARRANTY DISCLAIMERS. SAS AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. SAS MAKES NO WARRANTY THAT THE SOFTWARE OR THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION OR THAT ANY DATA TRANSMISSIONS TO, FROM, OR THROUGH THE SYSTEM WILL BE COMPLETELY SECURE. CUSTOMER IS RESPONSIBLE FOR ENSURING ITS COMPLIANCE WITH ALL APPLICABLE LAWS RELATED TO ITS USE OF THE OFFERING OR ANY RESULTS DERIVED FROM USING THE OFFERING. ACCORDINGLY, CUSTOMER ACKNOWLEDGES THAT THE USE OF THE OFFERING ALONE WILL NOT ENSURE CUSTOMER'S COMPLIANCE WITH APPLICABLE LAWS.

9. Customer Warranties

9.1 Intellectual Property Warranty. Customer warrants that: (a) it has the right to provide the Customer Materials to SAS; and (b) Customer and Users will comply with any third-party usage rights and applicable laws related to the Customer Materials. The exclusive remedy for breach of these warranties is set forth in the *Indemnification by Customer* section.

9.2 Compliance Warranty. Customer warrants that the publication, transmission and receipt of all Customer Materials complies with all applicable laws including, without limitation, laws relating to trademarks, copyrights, defamation, consumer protection, personal privacy and false or deceptive trade practices.

10. Exclusions of Damages; Limitation of Liability

10.1 Exclusion of Damages. Neither Customer, SAS, nor SAS' third-party licensors are liable for special, incidental, indirect, consequential, punitive, loss of profit, or reliance damages (arising in contract, tort or otherwise) even if they have been informed of the possibility of such damages. Except for the claims for which SAS will indemnify Customer under Section 11 (*Indemnification by SAS*), neither SAS nor SAS' third-party licensors are liable for any third-party claim against Customer. SAS' third-party licensors are not liable for any direct damages.

10.2 Limitation of Liability. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FROM SAS FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES CUSTOMER HAS PAID FOR THE OFFERING AT ISSUE DURING THE APPLICABLE ANNUAL PERIOD OR APPLICABLE CONSULTING SERVICES PERIOD IN WHICH THE CLAIM AROSE.

10.3 Applicability. This section does not apply to the *Indemnification by SAS* section, the *Indemnification by Customer* section, or to either party's violation of the other's intellectual property rights. The limitations in this section will apply even if any of the remedies provided in the *SAS Warranties and Disclaimers* section fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions of certain types of damages so certain provisions of this section may not apply to Customer. However, the provisions apply to the greatest extent permitted by applicable law.

11. Indemnification by SAS

Provided Customer complies with the Agreement, SAS will defend and indemnify Customer for any third-party claim against Customer for: (a) any copyright, patent, trade secret or other intellectual property rights violation relating to the Software, Work Product, or any Software or Work Product included in a SAS Managed Cloud Services Offering; or (b) bodily injury, death or damage to tangible property, arising solely from actions for which SAS is legally responsible. Tangible property does not include software or data. Customer will promptly notify SAS in writing of any such claim. Customer will allow SAS to control the litigation or settlement of any such claim and will cooperate with SAS in the investigation, defense and settlement. SAS will indemnify Customer by paying for the costs and attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or settlement approved by SAS. Customer may participate at Customer's own expense.

If any intellectual property claim is made or, in SAS' opinion, is likely to be made, SAS may: (i) modify the Software or Work Product; (ii) obtain rights for Customer to continue using the Software or Work Product; or (iii) terminate Customer's license to use the Software or Work Product and refund any Fees paid by Customer for the then-current annual period or for the Work Product at issue. Customer will abide by SAS' decision.

SAS' indemnification obligation does not apply to claims based on: (1) Customer's combination of the Software or Work Product with other software or materials; (2) Customer's modification to the Software or Work Product; (3) prior versions of the Software if Customer had not installed the latest version or updates to the Software prior to the date the claim arose as instructed by SAS; or (4) Customer's unique specifications for the Work Product.

12. Indemnification by Customer

Customer will defend and indemnify SAS for any third-party claim against SAS arising from or relating to: (a) the Customer Materials; (b) Customer's violation of its obligations in the *Customer Warranties* and *Customer Responsibilities* sections of these Universal Terms; or (c) violations of the *Prohibited Activities* section included in an Addendum for any System. SAS will promptly notify Customer in writing of any such claim. SAS will allow Customer to control the litigation or settlement of any such claim and will cooperate with Customer in the investigation, defense and settlement. Customer will indemnify SAS by paying for the costs and attorneys' fees SAS incurs at Customer's direction and any judgment finally awarded against SAS or settlement approved by Customer. SAS may participate at SAS' own expense.

13. Confidential Information

Each party acknowledges that it may have access to certain Confidential Information. The recipient will use the discloser's Confidential Information only to perform its obligations under the Agreement. SAS may also use Customer's Confidential Information to provide Customer sample analysis for other SAS Offerings or Preproduction Offerings. Recipient will not disclose discloser's Confidential Information received in connection with the Agreement to any third parties without Discloser's prior written approval. This restriction does not apply to information that is: (a) generally available to the public; (b) released by discloser without restriction; (c) independently developed or acquired by recipient; (d) known to the recipient prior to receipt from discloser; or (e) revealed pursuant to court order or as required by applicable law, provided that recipient uses reasonable efforts to promptly notify discloser of such requirement prior to compliance in order to permit discloser to seek protection against disclosure. SAS may also: (a) report the terms of the Agreement to SAS' third-party licensors and partners solely as required by agreements between SAS and its third-party licensors and partners; and (b) list Customer as a SAS customer in SAS' annual report or other materials. Recipient's obligations of confidentiality for each item of discloser's Confidential Information will continue for five (5) years from the date of initial disclosure. However, confidentiality obligations for Personal Data or source code will not expire. For the purpose of this section, SAS' affiliates and subcontractors are not "third parties." Unless specifically authorized in the Order Form, neither party will disclose source code.

14. Data Protection and Generative AI

14.1 Personal Data. Customer will not disclose or transmit Personal Data to SAS unless: (a) specifically authorized under the Order Form; (b) authorized by an Addendum incorporated into the Order Form; or (c) required for technical support. In such event, the SAS Data Processing Addendum available at <https://www.sas.com/dpa> will apply to SAS' processing of Personal Data. If the Personal Data contains Protected Health Information as defined by and subject to the United States Health Insurance Portability and Accountability Act, the Business Associate Addendum available at [sas.com/baa](https://www.sas.com/baa) is incorporated into the Agreement with respect to such disclosure.

To the extent applicable, SAS will also comply with the SAS Business Customer Privacy Policy available at https://www.sas.com/en_us/legal/privacy.html, which is subject to change at SAS' reasonable discretion. Changes will not result in a material reduction to the level of protection provided by SAS for any Personal Data during the Term.

14.2 Generative AI. If Customer's Offering leverages, integrates with, or interoperates with generative AI models or services, SAS' Generative AI terms will apply and those terms are available at <https://www.sas.com/generative-ai-terms>.

15. Insurance

During the Term of this Agreement, SAS Institute Inc. will keep the following insurance policies in force:

- (a) Workers Compensation – Statutory (in the amounts required by applicable law),
- (b) Employer's Liability – USD \$1,000,000 per occurrence; bodily injury by accident or disease, including death,
- (c) Commercial General Liability – USD \$1,000,000 combined limit per occurrence and USD \$2,000,000 aggregate, occurrence basis; including products-completed operations, bodily injury, personal injury and property damage, personal and advertising injury, and blanket contractual liability,

(d) Automobile Liability – USD \$1,000,000 combined limit per occurrence; bodily injury and property damage covering owned, non-owned and hired vehicles,

(e) Umbrella – USD \$10,000,000 per occurrence and aggregate, excess of Employer's Liability, Commercial General Liability, and Automobile Liability, and

(f) Professional Liability (Technology Errors and Omissions with Cyber) - \$15,000,000 each claim and aggregate, including coverage for:

- Technology Errors and Omissions and Products Liability – negligent acts, errors, omissions, misstatements, misleading statements, misrepresentations, products liability
- Network Security and Privacy Liability (Cyber) – theft, loss, or unauthorized disclosure of personally identifiable information, protected health information or third-party information in SAS' care, custody, or control, alteration/corruption/destruction/deletion/damage to stored data, failure to prevent or transmission/implantation of malicious code, denial of service attack, breach of confidentiality, network extortion
- Media Liability – defamation, libel, slander, disparagement, trade libel, prima facie tort, invasion of privacy, misappropriation of name/likeness/trade secret, plagiarism, intellectual property infringement (except patent)
- Regulatory Defense and Penalties
- Payment Card Industry Fines, Expenses and Costs
- Third-Party Coverage – including, but not limited to, coverage for damages such as privacy notifications, legal services, call center services, and credit monitoring

Insurance policies will be issued by companies with a minimum A.M. Best Rating of A- VII. The Customer will receive a minimum of thirty (30) days' prior written notice of cancellation. Customer will be included as an additional insured on the Commercial General Liability and Automobile Liability policies on a primary, non-contributory basis. SAS and its insurers waive rights of subrogation against the Customer for Commercial General Liability, Automobile Liability, and Workers' Compensation. Evidence of coverage is available at: https://www.sas.com/en_us/legal/evidence-of-insurance.html.

16. Applicable Law

16.1 Governing Law. The laws of New York, excluding choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods, govern the Agreement.

16.2 Arbitration. All disputes arising out of or in connection with the Agreement, including any dispute as to the validity and enforceability of this arbitration clause, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**Rules**") by three (3) arbitrators. Each party will appoint one (1) arbitrator and the third arbitrator will be appointed by the first two (2) arbitrators. The tribunal will not award any punitive or exemplary damages or any remedies greater than those allowed by the Agreement. Notwithstanding Article 38 of the Rules, each party will bear its own costs. The parties will share equally in the compensation and expenses of the arbitrators and the ICC administrative fees. The seat of the arbitration will be New York, New York, and the arbitration will be conducted in English. For clarification, the Governing Law section of this Agreement establishes the substantive law applicable to the Agreement. The terms in this Arbitration section will be interpreted and enforced in accordance with the United States Federal Arbitration Act as long as New York law or other United States state law governs the Agreement. This section does not prevent the parties from applying to a court of competent jurisdiction for temporary or preliminary injunctive relief, without breach or waiver of this section and without abridging the powers of the tribunal.

16.3 Trade, Sanctions, Export, and Import. United States trade, sanctions, export and import laws and regulations apply to the Offering, System, Work Product, documentation, and any other SAS-provided technology, related information, or parts thereof ("**Controlled Material**"). Controlled Material originates from the United States, and/or its export, re-export, transfer, re-transfer, and use is subject to control under United States and other applicable trade, sanctions, export, and import laws and regulations. Both parties agree to comply with these and other applicable laws and regulations ("**Trade Law**"), except as prohibited or penalized by United States law. The parties agree in case of conflict between United States Trade Law and any other applicable jurisdiction's Trade Law, United States Trade Law prevails. Customer warrants that Customer and its Users are not: (a) sanctioned or otherwise prohibited by Trade Law from receiving or accessing Controlled Material ("**Sanctioned Person**"); (b) organized, headquartered or located in, or under control of, or a citizen or resident of, any country or other territory subject to general, financial, export or trade embargo under Trade Law ("**Embargoed Person**"); (c) owned, directly or indirectly, 50% or more either individually or in the aggregate by a Sanctioned Person or an Embargoed Person; or (d) engaged in any end-uses prohibited under Trade Law

including: nuclear, chemical or biological weapons; nuclear facilities not under International Atomic Energy Agency safeguards; missiles or unmanned aerial vehicles capable of long-range use or weapons delivery; military training or assistance; military or intelligence end-use in prohibited jurisdictions; deep water, Arctic offshore or shale oil or gas exploration involving Russia or Russian companies, or Russian energy export pipelines; or prohibited supercomputing, advanced semiconducting, or semiconductor manufacturing equipment uses. Customer will not import or use any data within the System that is subject to the United States International Traffic in Arms Regulations. Export classification information for SAS software is available at <http://support.sas.com/adminservices/export.html>.

16.4 Antitrust and Competition; Anti-boycott. In connection with this Agreement, each party agrees to comply with (a) applicable antitrust and competition laws and regulations and (b) applicable anti-boycott laws and regulations, including but not limited to the anti-boycott provisions of the United States Export Administration Act and the United States Internal Revenue Code. Neither party will engage in any action that would constitute agreement with, participation in, or cooperation with, any boycott not sanctioned by United States law. Notwithstanding anything else in the Agreement to the contrary, SAS does not, and will not, cooperate with, comply with, or take any action that is inconsistent with, prohibited, or penalized under United States laws and regulations, including, without limitation, Section 999 of the Internal Revenue Code. Both parties agree to reasonably cooperate with each other including, without limitation, regarding documentary requests, in any investigation or proceeding related to compliance with (a) antitrust or competition laws and (b) anti-boycott laws or regulations.

16.5 Additional Terms. If the Order Form is entered between Customer and a SAS affiliate located outside of the US, any applicable provisions of the Country-Specific Terms available at <http://www.sas.com/country-specific-terms> will apply. In the event of a conflict between the Country-Specific Terms and these Universal Terms, the Country-Specific Terms apply.

17. General

17.1 Subcontracting. SAS may subcontract its performance under the Agreement. However, such subcontracting arrangement does not relieve SAS of its obligations to Customer under the Agreement.

17.2 Customer Responsibilities. Customer will: (a) verify the accuracy of its data input and output while using the Offering; (b) duplicate, document and protect all data and software Customer uses with the Offering; (c) for SAS Managed Cloud Services Offerings, assume responsibility for any damages resulting from Customer's decision to continue running a prior version of the Software in the System that SAS has informed Customer is no longer eligible for SAS' standard technical support; (d) inform all Users of the relevant terms of the Agreement and be responsible for their adherence to such terms; (e) keep records of where any Software is installed and used; (f) keep records of the extent of usage of the Software or System relative to the applicable Pricing Metrics and usage rights and provide a copy of such records to SAS upon request; (g) designate a single delivery contact for Product Authorization Codes and installation media and a single billing contact for invoices; and (h) use the Offering consistent with the SAS Acceptable Use Policy, available at www.sas.com/acceptableuse.

17.3 Customer Feedback. SAS may use any feedback related to any Offering or Preproduction Offering in any format and any ideas, concepts, know-how, formulas, designs, improvements, inventions, techniques or processes contained in that feedback, whether or not patentable.

17.4 Severability. If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder remains in full force and effect.

17.5 No Waiver. Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy SAS may have under the Agreement at law, in equity, or otherwise.

17.6 Non-Assignment. Customer will not assign the Agreement or any of its rights or obligations without SAS' written permission, which will not be unreasonably withheld. If Customer attempts to assign the Agreement in violation of this subsection, that assignment is void and is a material breach of the Agreement. However, SAS may assign the Agreement to any affiliate or in connection with a merger, acquisition or asset sale by notice to Customer.

17.7 Audit. Upon thirty (30) business days' notice to Customer, SAS may conduct an audit during Customer's normal business hours to verify Customer's compliance with an Order Form. If the audit reveals that Customer owes additional fees, Customer will pay the amounts owed.

17.8 Injunctive Relief. Because monetary damages are inadequate to remedy a breach of SAS' or its third-party licensors' intellectual property rights, SAS may protect those intellectual property rights through temporary restraining orders or injunctions without posting bond.

17.9 Force Majeure. Except for Customer's obligations to pay the Fee, neither party will be liable to the other party for any failure or delay in performance caused by factors beyond its reasonable control including, but not limited to, restrictions of applicable law, epidemics or pandemics, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, cyber-attacks, storms or any other event that prevents performance.

17.10 Independent Contractors. SAS, its employees, and subcontractors are acting as independent contractors and not as employees or agents of Customer. Neither party has the authority to bind the other party.

17.11 Third Party Rights; No Lease. Unless specifically stated in the Order Form, the Agreement does not confer any rights upon any third parties. This Agreement does not lease any interest in real property to Customer.

17.12 Third Party Licensor Terms. SAS's third-party licensors require specific terms to be incorporated into the Agreement between SAS and Customer ("**Third Party Terms**"). Third Party Terms are available at www.sas.com/third-party-terms.

17.13 Updates to Terms. SAS may change the terms set forth in the URLs listed in the Order Form or incorporated into the Agreement from time to time. However, if the change results in a material degradation of the Customer's rights under the Agreement, SAS will provide Customer with written notice of the change by posting the notice on www.sas.com/contract-with-sas-archive.

17.14 Notices. All notices by Customer to SAS must be in writing and delivered to SAS: (a) by certified or registered mail addressed to SAS at 100 SAS Campus Drive, Cary, North Carolina, 27513, USA, Attention: Legal Department, or to the alternative SAS affiliate (if any) identified in an applicable Order Form, or (b) by email to licensing@sas.com for all notices related to renewal, non-renewal or termination of the Agreement or any Order Form. Unless otherwise specified in writing by Customer, all notices to Customer shall be in writing and sent to the address or email provided to SAS. All notices will be deemed given when received (unless otherwise specified).

17.15 Languages. The parties enter into the Agreement in English. However, Customer or SAS may enter into all or a portion of the Order Form in a non-English language. In that event, the Order Form will be binding as written but any addenda incorporated into the Order Form will be binding in English. SAS may make the Agreement available in other languages for Customer's convenience. However, the English language version controls unless otherwise required by applicable law. SAS may invoice Customer in English.

17.16 Complete Agreement. If SAS provides an Order Form as a click agreement, the Agreement will be binding upon both parties upon Customer's acceptance. The Agreement is the parties' complete statement relating to its subject matter. SAS rejects any additional or conflicting terms on purchase orders or other purchasing documents. Except as set forth in the Updates to Terms section, the Agreement may not be modified by any side agreement or arrangement between SAS and Customer, written or oral, that purports to modify the Agreement and is not accepted in writing by an authorized representative of both parties.

Definitions

These defined terms are used in the Universal Terms, an Addendum and/or an Order Form. SAS may define additional terms in an Order Form or Addendum.

1. **"Addendum"** means any addendum incorporated into an Order Form.
2. **"Agreement"** means the collective set of terms identified in the Order Form. Invoices also form part of the Agreement.
3. **"Application Monitoring Software"** means software specified by SAS and required to collect data to verify the availability and performance of the Software.
4. **"Authorized Environment"** means the physical hardware, virtual machine, private cloud, public cloud account, or other environment where the Software is installed. If a pricing metric refers to "Authorized Hardware," that term will be interpreted to mean "Authorized Environment."
5. **"Committed Period"** means a period during which neither party may terminate an Order Form for convenience, except as set forth in the *Termination* section above.
6. **"Confidential Information"** means confidential information of the other party that is either marked as confidential or should be reasonably understood to be considered confidential due to its nature. Confidential Information includes source code, Customer Materials, Personal Data and the Product Authorization Code.
7. **"Connectivity Tool"** means individually assigned credentials which will enable access to Customer's computing system via Customer's VPN, Remote Desktop Protocol, or any other remote connection with multi-factor authentication and scoped access to data.
8. **"Consulting Services"** means SAS consulting services identified on an Order Form.
9. **"Customer"** means the customer entity identified on an Order Form.
10. **"Customer Budget"** means the amount of money Customer makes available for payment of Fees for the performance of Time and Materials Consulting Services. Applicable taxes and travel and living expenses are not included in Customer Budget.
11. **"Customer Materials"** means any materials that Customer provides to SAS or directs SAS to obtain.
12. **"Customer's Infrastructure"** means Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated by Customer or a third party.
13. **"Deliverable"** means the tangible or intangible item identified in an Order Form that SAS agrees to deliver as part of Fixed Price Consulting Services.
14. **"Documentation"** means the official user documentation that SAS may make available for Software at <https://support.sas.com/en/documentation.html>.
15. **"Fee"** means the fee that Customer will pay to SAS under the Order Form.
16. **"Fixed Price"** means a pre-defined project model where SAS provides Consulting Services for a set Fee.
17. **"Issue Tracking System"** means the system that SAS provides to report, track and monitor issues associated with the Software and/or System.
18. **"License Period"** means the period during which Customer is authorized to use the Software.
19. **"Offering"** means the SAS offering listed on the Order Form, which may include Software, Consulting Services, a SAS Managed Cloud Services offering, or any other offering made available by SAS.
20. **"Option Period"** means any annual period following the initial term where Customer may agree to renew the Order Form for a renewal Fee specified in the Order Form.
21. **"Order Form"** means the electronic or written ordering document entered into between SAS and Customer that specifies the Offering, Fee and other commercial terms.
22. **"Personal Data"** means information relating to an identified or identifiable natural person.

23. **"Pre-Installation Requirements Document"** means a document that SAS provides to Customer detailing activities, specifications and other requirements Customer must complete in preparation for installation of Software and provision of the System.
24. **"Preproduction Offering"** means an offering that is not generally available.
25. **"Prerequisite Software"** means any third party software required for use with the Software as defined at <http://support.sas.com/resources/thirdpartysupport/index.html>.
26. **"Pricing Metric"** means the metric used to determine the Fee.
27. **"Product Authorization Code"** means a code that enables the Software to operate for the applicable License Period.
28. **"Related Entity"** means a separate legal entity that is controlled by, is under common control with, or controls Customer. The term "control" means: (a) for commercial entities, ownership of more than fifty percent (50%) of the voting stock or assets of an entity; or (b) for non-profit or governmental entities, statutory or other documented legal authority over the general budget and contracting rights of an entity.
29. **"RMS"** means remote managed services Offering identified on the Order Form.
30. **"SAS"** means SAS Institute Inc. unless another SAS entity is defined in the Order Form.
31. **"SAS Managed Cloud Services"** means Hosted Managed Services, Subscription Services or other hosted Offerings made available by SAS.
32. **"Sensitive Information"** means (a) credit or debit card numbers, personal identification numbers (PIN), passwords or other similar information used for payment or to access personal or financial information; (b) patient, medical or other protected health information; (c) genetic data, biometric data, or data about an individual's criminal history; (d) government-issued personal identification numbers (such as social security numbers, driver's license numbers, or passport numbers); (e) classified or technical data controlled by the United States International Traffic in Arms Regulations; or (f) materials that require a United States export license, license exception or other United States government authorization.
33. **"Software"** means SAS software, including its embedded subcomponents, licensed to Customer under an Order Form or accessed by Customer in a System.
34. **"Subscription Period"** means the period during which Customer is authorized to use the SAS Managed Cloud Services Offering.
35. **"Subscription Service"** means the subscription service Offering identified on the Order Form.
36. **"System"** means any hosted environment provided in connection with a SAS Managed Cloud Services Offering.
37. **"Term"** means twelve (12) months, or another initial time period if specified in the Order Form, and any subsequent renewal period.
38. **"Territory"** means global, unless otherwise set forth in the Order Form.
39. **"Time and Materials"** means a consultative model where (a) SAS provides Consulting Services at hourly or daily rates; and (b) the only deliverables are SAS' time and a limited license to any Work Product resulting from the Consulting Services.
40. **"Universal Terms"** means the terms that apply to all Offerings.
41. **"User"** means any individual authorized by Customer to access an Offering.
42. **"Work Product"** means computer code or other materials delivered by SAS in connection with Consulting Services.