Federal Supply Service
Authorized Federal Supply Schedule Price List

GSA Multiple Award Schedule
Federal Supply Group: Information Technology
Class: D399
Contract Number: 47QTCA18D0081
Contract Period 03/06/2018 through 03/05/2023
Price List current through Mod # PO-0045 dated October 15, 2020

www.execinfosys.com

For more information, please contact:

Jonathan Ward,
Contracts Manager
jward@execinfosys.com,
(301) 581-1097

Executive Information System, LLC
6901 Rockledge Drive, Suite 600
Bethesda, MD 20817
Phone: (301) 581-8594
Fax: (301) 581-2573

Business Size: Small Business

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the GSA Multiple Award Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the *GSA Advantage!* system. Agencies can browse the GSA Advantage! By accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fss.gsa.gov/

CUSTOMER INFORMATION

1a. Special item number(s):

Special Item Number	Description
511210	Software Licenses
54151S	Information Technology Professional Services
611420	Information Technology Training
OLM	Order Level Materials

1b. Lowest priced Item for all **SINs :**

Special Item Number	Item	Price
511210	SAS-2013-VRTADDANL-24	$7
54151S	SR-GSA	$163.47
611420	SAS-TRNPTS-250000	$.65
OLM	n/a	n/a

1c. Labor Category Descriptions: **For descriptions and rates, see page 19**

2. Maximum Order: **$500,000 for SINS: 511210 and 54151S; $250,000 for SIN 611420**

This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. Minimum Order: **$100.00**

4. Geographic coverage (delivery area). **Domestic Delivery.**

5. Points of Production:

SAS items: Cary, NC.
Babel Street items: Reston, VA
Rank One Computing items: Denver, CO

6. Discount from list prices or statement of net price. **Prices Listed are net, discounts have been applied.**

7. Quantity discounts:

Dollar Volume:	
$100,000 to $349,999	**1%**
$350,000 to $499,999	**2%**
$500,000 to $749,999	**3%**
$750,000 to $999,999	**4%**
$1Million and up	**5%**

Note: The dollar volume discounts apply on a per purchase order basis for SAS Institute, Inc. software and/or software maintenance (SIN 511210) and cannot be used in combination with additional discounts/concessions from current GSA Schedule pricing. NOTE: This discount does not apply to Babel Street or Rank One Computing items.

8. Prompt payment terms. **Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.**

9a. Government purchase cards **are** accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **EIS will accept credit cards above the micro-purchase threshold.**

10. Foreign items (list items by country of origin). **Not Applicable**

11a. Time of delivery.

511210	**30 days**
611420	**30 days**
54151S	**As negotiated at the time of award.**

11b. Expedited Delivery.

For all SINs - As mutually agreed per order

11c. Overnight and 2-day delivery

For all SINs - As mutually agreed per order

11d. Urgent Requirements.

For all SINs - As mutually agreed per order

12. F.O.B. point(s). **FOB Destination ground shipping to the 48 contiguous states and Washington, DC. All other locations will be FOB Origin.**

13a. Ordering address:

Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20817-0076

13b. Ordering procedures: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.**

14. Payment address:

Executive Information Systems, LLC
Attn: Accounting
P.O. Box 34076
Bethesda, MD 20827-0076

15. Warranty provision:

Standard commercial warranty for SAS items is as described in Exhibit A, SAS Enterprise User License Agreement
Standard commercial warranty for Babel Street items is as described in Exhibit B, Babel X End User Subscription Terms and Locate X Addendum.
Standard commercial warranty for Rank One Computing items is as described in the Exhibit C, Terms of Use for ROC SDK, ROC Explore Desktop and/or ROC Explore Mobile.

16. Export packing charges, if applicable: **Not Applicable**

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **Credit cards are accepted at any level above the micro-purchase threshold. Contact EIS for any further terms and conditions.**

18. Terms and conditions of rental, maintenance, and repair (if applicable). **Not Applicable**

19. Terms and conditions of installation (if applicable). **Not Applicable**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**

20a. Terms and conditions for any other services (if applicable). **Terms and conditions for SAS professional services are contained in the TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S) (starting on page 11).**

21. List of service and distribution points (if applicable). **See item 5 above.**

22. List of participating dealers (if applicable). **Not Applicable**

23. Preventive maintenance (if applicable). **Not Applicable**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number. **938289527**

26. Notification regarding registration in System for Award Management (SAM) database. **EIS's SAM registration is active.**

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty details related to the license of SAS or JMP software is detailed in Exhibit A, SAS Enterprise User License Agreement

Warranty details related to the license of Babel Street items is detailed in Exhibit B, Babel X End User Subscription Terms and Locate X Addendum

Warranty details related to the license of Rank One Computing items is detailed in Exhibit C, Terms of Use for ROC SDK, ROC Explore Desktop and/or ROC Explore Mobile.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. See Exhibit A, Section 1.b for further clarification regarding SAS or JMP brand warranty.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

For SAS Institute, Inc. software

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (919) 677-8000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday 9:00 AM to 8:00 PM EST exclusive of holidays.

For Babel Street software

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (703) 956-3572 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 6pm EST, Monday through Friday.

For Rank One Computing software

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (303) 317-6118 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am to 5pm MST, Monday through Friday, exclusive of company holidays.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

_____X_____ 1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, SAS or JMP brand commercial computer software and related documentation shall be subject to Exhibit A. When acquired by the ordering activity, Babel Street brand commercial computer software and related documentation shall be subject to Exhibit B, as well as subsections (1) through (5) below. When acquired by the ordering activity, Rank One Computing brand commercial computer software and related documentation shall be subject to Exhibit C, as well as subsections (1) through (5) below:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version. With respect to SAS Institute, Inc. software, this Section is subject to the terms of 6.f of Exhibit A.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses**.** **Not Applicable**

10. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SAS INSTITUTE SOFTWARE

The terms and conditions applicable to the purchase of SAS Institute Inc. software is set forth in the Enterprise User License Agreement attached hereto as Exhibit A (the “EULA”). The terms and conditions of the EULA shall be incorporated into order issued under this Contract.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific

task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under 54151S SIN ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business

concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm- fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders

issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232- 19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

c. Unless specifically agreed upon in writing with respect to specifically identified work product in a statement of work (or like document) included in an order hereunder, title to and ownership of the work product resulting from services shall remain with the Contractor or its licensors at all times notwithstanding any other term hereof or any term in any purchase order or other ordering documents, including, without limitation, any attachment included in any purchase order or other ordering documents.

d. For SAS services, EIS and its licensors are not liable for special, incidental, indirect, consequential, punitive, or reliance damages (arising on contract or tort). EIS' and its licensors' total liability for any claim relating to services covered by this Agreement or use of the work product resulting from such services is limited to the services fees received from Customer for the services or work product(s) at issue. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. EIS warrants that services shall be completed in a good and workmanlike manner. If the services do not substantially conform to the foregoing warranty, EIS will choose to make them conform or refund the current fee paid for the services at issue. This is the exclusive remedy for breach of this warranty.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

7. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply. FAR 52.227-1 (Authorization and Consent) and FAR 52.227-2 (Notice and Assistance Regarding Patent and Copyright Infringement) apply to any services and work product hereunder.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

10. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

15. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

17. DESCRIPTION OF IT SERVICES AND PRICING (See next page)

EXECUTIVE INFORMATION SYSTEMS, LLC'S INFORMATION TECHNOLOGY LABOR CATEGORY DESCRIPTIONS AND RATES

Part#	GSA Title	Minimum Education (see section 18 below this chart for substitutions)	Minimum Experience (see section 18 below this chart for substitutions)	Description	GSA Rate
EXP-GSA	Expert Consultant	Bachelor's degree	12 years	Expert knowledge of SAS products and the proven ability to create solutions in complex environments. Provides global counsel on the application of SAS products into a customer environment. Vast knowledge of open and proprietary systems aids in the selection, design, and implementation of a complete SAS software solution.	$285.69
PSA-GSA	Principal Solutions Architect	Bachelor's degree	10 years	Provides senior leadership and consulting for SAS technical, architectural, analytical, government, and business solutions. May provide senior program and project management or subject matter expertise. Provides strategic SAS consulting services, including assessment, solution development, and implementation.	$257.75
PR-GSA	Principal Consultant	Bachelor's degree	10 years	Provides specialized subject matter expertise, guidance, and project direction in one or more of the following areas: compliance consultation and legislative and regulatory issues; review and improvement to planning and budget submission processes; Congressional consultation in support of agency strategic and performance plans; data warehousing and data mining including predictive modeling; and decision technology application at the enterprise and group level.	$228.54
MG-GSA	Managing Consultant	Bachelor's degree	8 years	Provides project management and high level technical direction. Supports the definition and implementation of planning processes and systems at the enterprise or group level including both strategic and operational activities. Manages and coordinates project activities and serves as the technical lead and liaison for the client.	$199.96

SR-GSA	Senior Systems Consultant	Bachelor's degree	4 years	Provides direction, facilitation, planning analysis, performance measurement analysis, and technical analysis and design for executive information and decision support technologies in support of enterprise or group level planning. Serves as the technical and team lead for the project.	$171.42
TC-GSA	Technical Consultant	Bachelor's degree	2 years	Provides SAS related consulting and implementation service including requirements gathering, analysis, solution development, knowledge transfer and project closeout both off and on customer site; Understands, utilizes and communicates best practice methodologies and industry standards internally and externally; Developing problem solving, organizational, decision-making written, oral and interpersonal skills; Ability to independently identify and troubleshoot bugs and issues within the code base and provide problem resolution.	$136.32

18. SUBSTITUTIONS

Executive Information Systems, LLC reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One year of experience is the equivalent of one year of education.
2. One year of education is the equivalent of one year of experience.
3. Certification related to the technology is equivalent to two years of experience or education requirement.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF INFORMATION TECHNOLOGY TRAINING

1. Specific Instructions for SIN 611420 - Computer Training

a. Prepaid training tokens, credits, etc. shall not be permitted on this SIN. Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course.

b. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.

c. As used herein the "SAS Training Services" shall mean SAS Training Points

d. Purchased SAS Training Points do not expire

2. Cancellation and Rescheduling

a. This paragraph only applies to SAS Public Training courses. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class. The applicable fee for SAS Public Training that is cancelled on less than three (3) calendar days' notice by the ordering activity shall not be waived or reduced and shall remain due and payable by the ordering activity as ordered. However, substitutions (name changes) by the ordering activity with respect to SAS Public Training are accepted at any time prior to the event as set forth in paragraph c below. In addition, the Contractor will permit the ordering activity to reschedule attendance of a student at a SAS Public Training course at no additional charge provided that notification of the rescheduling to a later availability date of the course is received at least twenty-four (24) hours prior to the start of the applicable SAS Public Training. For cancellation and rescheduling with respect to SAS Training Points orders, the cancellation policy set forth in the Cancelation Policy under the "Guidelines" Section 6 below shall apply.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a. above, the ordering activity will be liable for the contracted dollar amount of the training course or as stated in paragraph a. above. The Contractor agrees to permit the ordering activity to reschedule a student who fails to

attend a SAS Public Training class within ninety (90) days from the original course date, at no additional charge provided that twenty-four (24) hours' notice of rescheduling is provided as set forth in paragraph a. above, and subject to availability of the course within such ninety (90) day period..

c. For SAS Public Training the ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date. The requirement for 72 hours' notice shall apply except where Contractor is unable to conduct training due to circumstances beyond Contractor's reasonable control, including any force majeure event; provided that in such cases Contractor shall provide the ordering activity with notice of cancellation as soon as reasonably possible.

3. Follow-Up Support

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

4. Format and Content of Training

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students, except that with respect to any SAS Onsite Training, due to the nature of Onsite (Customer Site) Training the ordering activity is responsible for providing IT equipment to the students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course. With respect to SAS Training, Contractor will provide each student with a Certificate of Training provided that the ordering activity furnishes to the Contractor a roster of the students attending the SAS Onsite Training.

d. Offerors shall provide the following information for each training course offered:
A) course title,
B) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

C) length of the course;
D) mandatory and desirable prerequisites for student enrollment;
E) minimum and maximum number of students per class;
F) locations where the course is offered;
G) class schedules; and
H) price (per student, per class (if applicable)).
The foregoing information is currently provided through the website referenced in subparagraph b of the first paragraph of Section 6 below.

e. For courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

5. "No Charge" Training

Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge on the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). **NOT APPLICABLE**

6. SUPPLEMENTALTERMS

With respect to SAS Training Services the following additional terms shall apply:

a. With respect to SAS Training Services identified as "SAS Onsite Training," the maximum number of students that may attend an Onsite training course shall be twenty (20) students.
Additional charges shall apply for each additional student in excess of twenty (20) students attending any such on-site training course to be a maximum of five (5) additional students.

b. SAS Training Services do not include any customized content for any training. The fees for on-site training do not include fees for presenting an on-site course at a SAS training facility. The training courses that may be ordered pursuant to the Contract No. 47QTCA18D0081 shall be separately identified by SAS Institute. Currently a listing of such courses is available at http://support.sas.com/training/discounts/pts.html#s1=4

With respect to SAS Training Services identified as “SAS Training Points” the following additional terms shall apply:

Guidelines

The Customer must designate a representative to serve as the contact to register employees for public courses, on-site courses, Business Knowledge Series (BKS) courses, Live Web courses, Six Sigma courses, license fees for all e- Learning products, SAS Certification exam vouchers, training development, SAS training center rental fees, or selected conferences (collectively "SAS Training Points-Eligible Products and Services").

The SAS Training Points offer applies only to courses and events scheduled in the United States.

For students using SAS Training Points units to attend courses in certain states, an additional state tax may be applicable unless an exemption applies. A separate invoice will be sent for payment remittal. This amount is not included in SAS Training Points pricing.

SAS Training Points units can be used to register for SAS Training Points-Eligible Products and Services. These events will have varying SAS Training Points assigned to them according to their registration or license fees or standard charges.

SAS Training Points units may not be used to satisfy partial billing for a registration.

Class and conference sizes are limited and space is not guaranteed. Onsite classes are limited to 20 students per class. An additional fee per student per day will be charged for each student over 20, not to exceed 25 students in total in the class.

SAS reserves the right to cancel or reschedule any and all SAS Training Points-Eligible Products and Services at its discretion. SAS is not responsible for airline penalties related to the cancellation of SAS courses or events. Please be aware of all airline restrictions regarding nonrefundable airline tickets when purchasing an airline ticket.

The SAS Training Points Administrator will issue an account number to the designated contact upon receipt of an SAS Training Points order. The contact may begin using its SAS Training Points units as soon as it receives an account number, but not before then.

No other discounts are applicable. SAS Training Points fees are non-refundable.

For on-site courses, travel expenses for EIS' vendor's staff are additional. Expenses include roundtrip coach airfare; rental car, including gas or local transportation; taxes; hotel and per diem meal expenses.

CANCELLATION POLICY

SAS Training Points may be reinstated to the account if cancellations are received by phone, mail or e-mail at least 3 (three) calendar days prior to the scheduled start date of an event; after that (7 calendar days or less), SAS Training Points accounts will be charged and invoiced for the full number of corresponding SAS Training Points. Substitutions (name changes) are accepted at any time prior to the event. Transfers are accepted, but they must be received no later than 24 hours from the start date of the event.

The Customer may cancel on-site courses without charge if notification is received by EIS' vendor by phone or in writing no later than 21 days prior to the course start date. Rescheduling a course less than 21 calendar days prior to course start date is considered a cancellation, and a cancellation fee of $500 will be charged and invoiced separately. In addition, if non-refundable airline tickets have been purchased for EIS vendor's personnel with the Customer's approval, the Customer will be responsible for the cost of these tickets and if less than 21 calendar days' notice is provided.

EXHIBIT A FOLLOWS THIS PAGE

Exhibit A

SAS Enterprise User License Agreement

This Software License and Support Agreement ("Agreement") is made by EIS ("Licensor") and between the Government Customer ("Licensee" or "Ordering Activity") to purchase a license to Software Product(s) and Maintenance Support Services.

The following terms apply to the Software (as defined below) licensed pursuant to the General Services Administration Contract Number 47QTCA18D0081(the "GSA Schedule") and latest accepted Mass Modification to the Schedule held by Executive Information Systems, LLC ("EIS"). In the event of a conflict between specific terms and conditions in this EULA and those in the GSA Schedule, the terms and conditions in the Schedule of Supplies/Services shall prevail. The EULA and the GSA Schedule contract shall collectively be defined as the "Agreement." Any initially capitalized terms not defined herein shall be as defined in the GSA Schedule.

1. **Warranties.**

a. All SAS Software will substantially conform to its then-current user documentation. If the Software does not substantially conform, EIS will choose to make it conform, replace it with conforming Software or refund the current license fee paid. This is the exclusive remedy for breach of this warranty.

b. By way of clarification, since the Software is general purpose software, the purpose of Software is as described in its applicable documentation. If the Software does not substantially conform, EIS will choose to make it conform, replace it with conforming Software or refund the current license fee paid. This is the exclusive warranty law remedy for breach of this warranty.

2. **Disclaimer.**

For SAS software, EIS and its licensors are not liable for (1) special, incidental, indirect, consequential, punitive, or reliance damages (arising on contract or tort), or (2) any claim against the customer by a third party. EIS and its licensors are not required to provide the product authorization code if Customer is in breach of this Agreement or if all amounts due to EIS are not paid and are not liable for damages caused by the resulting Software interruption. Customer is responsible for implementing procedures to verify accuracy of data input and output. EIS' and its licensors' total liability for any claim relating to matters covered by this Agreement or use of the Software is limited to the license or maintenance fees received from Customer for the Software product(s) at issue during the then-current annual period of the license. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

3. **Ownership.**

Title to and ownership of the Software and documentation shall remain with the Contractor or its licensors at all times notwithstanding any other term hereof or any term in any purchase order or other ordering documents, including, without limitation, any attachment included in any purchase order or other ordering documents.

4. Ordering Activity.

a. Software licenses are by site and by ordering activity. The GSA Order ADM4800.2I(7) defines an ordering activity as an eligible entity authorized to use GSA Sources of Supplies and Services pursuant to 40 U.S.C. §§501-502 and identified on each quotation issued or order placed hereunder. Subject to the license restrictions set forth herein and in any order, the software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present the government's data within such public domain databases. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation.

b. Except as is provided in paragraph 4.a above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the ordering activity's facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

c. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to combine it with other software.

d. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

e. For SAS software, the license is for use only by those employees of the agency licensing the software and any short-term on-site contractors while doing work for such agency.

f. FAR 52.227-1 (Authorization and Consent) and FAR 52.227-2 (Notice and Assistance Regarding Patent and Copyright Infringement) apply to any licenses granted hereunder.

5. Self-Examination.

Customer agrees to conduct a self-examination promptly following EIS' reasonable request, not to exceed once annually, by using its own process and EIS' agreed examination method, application and tools to verify its compliance with the terms and conditions of the license grant (i.e. all the information that may affect the pricing metric and license scope, including but not limited to any third party usage, hardware and operating system information, usage territory, pricing metric related information, installation location and installed copies, number of users accessing PC software, etc.). Customer shall also explain to EIS its examination process.

Such examination results shall be signed by an authorized official of Customer. If the examination reveals that Customer owes additional license fees, Customer shall pay the amounts owed.

6. License Terms.

The terms and conditions of this Section, along with the applicable purchase order govern the license hereunder of software products ("Software") of SAS Institute Inc. (the "Institute" or "SAS").

Each purchase order to this Agreement ("PO") identifies the specific government entity ("Customer") authorized to use the Software listed on that purchase order. Each PO is a separate agreement, which incorporates the terms of this Agreement.

a. License Grant

i. The Software products and versions available under this Agreement are set forth in the Price List. Upon receipt of an acceptable order, EIS will provide to the Government entity placing the order the production release for the Software identified on the purchase order for the applicable operating system and hardware. For desktop and server based Software, the version of the Software will be specified.

ii. The desktop and server based Software provided under this Agreement and categorized as "perpetual" will be authorized to operate for fifty (50) years; desktop and server based Software categorized as "annual term" will be preauthorized to operate for one (1) year. The utility contained in the Software that will authorize it to operate for fifty years is confidential and a trade secret of EIS or its licensors, which is not discernible or disclosed during authorized use, to which access is not authorized by anyone who receives or uses the Software under this Agreement.

iii. The desktop and server based Software provided under this Agreement and categorized as "annual term" shall be licensed to the ordering activity on a term basis consisting of 12 months from the date of delivery. After expiration of the initial 12-month period, the ordering activity may purchase a new license at the then current contract awarded price or the parties' mutually agreed upon negotiated price which shall cover the new annual term.

iv. The Software is licensed (1) on a per server basis for use with the supported operating system designated on the order; (2) for an unlimited number of users or on a user increment basis for a specified number of users, or (3) on a per mainframe basis for use with the supported operating system designated on the order. The order will specify if the Software is licensed on a per-server, user increment basis or per mainframe. If the Software is licensed on a per-server or per mainframe basis, each copy of Software must only be installed on individual CPUs (i.e. the authorized hardware). If the Software is licensed on a user-increment basis, the total number of individuals who access the Software during the license period must be counted and included in the user increment licensed.

b. Pricing Metrics

i. Certain Software is licensed by "processor cores," "total cores," "processor core based," "total processor cores," or "processor core count" (or similar language referring to a number of

processor cores) as identified in the applicable quotation and/or order (See applicable Part Number on Price List). In such event, the Software license fee is based on the total number of processor cores contained within a single item of authorized hardware. Customer shall not exceed the licensed number of processor cores.

ii. Certain Software is licensed by "distributed capacity," "total distributed capacity," "distributed processor cores," "distributed processor core based," "total distributed processor cores," "total distributed capacity processor cores," or "distributed processor core count" (or similar language referring to a number of distributed processor cores) as identified in the applicable quotation and/or order (See applicable Part Number on Price List). In such event, the Software license fee is based on the full processing capacity of the computer hardware architecture where distributed Software computation and processing occurs ("Distributed Environment"). Full processing capacity is defined as the total number of physical processor cores, including each physical processor core on each chip, and/or virtual processor cores contained within the Distributed Environment. For the purposes of this agreement, "authorized hardware" is defined as the Distributed Environment. Customer shall not exceed the licensed number of processor cores.

iii. The following terms apply to any license for Software that is identified in any applicable order hereunder as for "virtual client use" or use in a virtualized personal computer environment or virtualized client environment (or such similar identification).

The Software license fee is based on the total number of users (not concurrent) authorized to access the Software via one or more Virtual Machines on the designated operating system. For purposes of this provision, a "Virtual Machine" is defined as a virtual environment, running a Windows workstation operating system that is created within and managed by a centrally located host computer using commercially available virtualization software providing an interface to access the resources of the host computer. Unless otherwise authorized in writing by EIS, each Virtual Machine is limited to a maximum of four (4) virtual processor cores.

iv. The following terms apply to any license for Software that is identified in any applicable order hereunder as for use in a virtualized server environment (or such similar identification).

1. The Software is licensed for use on the number of virtual processor cores listed in the applicable order. If the number of virtual processor cores is not identified, then the Software is licensed for four (4) virtual processor cores. Such Software shall be allocated to one (1) virtual machine in which the Software is installed. For purposes of this provision, a virtual machine is defined as an environment, identified by a unique name (to be specified by the Customer in writing to EIS),

   and created using commercially available virtualization software, in which use of the Software is isolated, at all times, to a specified number of virtual processor cores ("Virtual Machine"). A separate Software license is required for each Virtual Machine. For the purposes of this provision, authorized hardware is defined as the named Virtual Machine identified by Customer in writing to EIS. Customer may change the name of the licensed Virtual Machine upon prior written notice to EIS.

2. The Virtual Machine may run only on a single physical host machine at any given time but may be moved from one physical host machine to another so long as the

named Virtual Machine and maximum number of virtual processor cores allocated to it remain unchanged Customer will not combine virtual processor cores across multiple Virtual Machines. Unless otherwise authorized in the applicable order, the physical host machine must be located on Customer's premises.

3. In order to be eligible for the Virtual Machine based license, Customer must install version 9.2 or higher of the Software.

v. With regard to Software licensed for desktop use (or use on personal computers or such similar designation), Customer may make one (1) additional copy of the Software for home use by each Customer employee who also uses the Software at work ("Home Use") and such Home Use copies shall not count toward the total users or workstations licensed, provided: (i) each Home Use copy is installed on a personal computer or laptop located in the United States and owned by such Customer employee; (ii) Home Use is limited to use for Customer's purposes by an employee who also uses the Software at work; (iii) the operating system of the hardware on which each Home Use copy is installed mirrors the operating system of Customer's hardware on which the Software is installed; and (iv) the total number of Home Use copies does not exceed the total number of users or workstations, as applicable, licensed by Customer. If Customer wishes to increase the number of licensed users or workstations, Customer must contact EIS and pay to EIS the applicable fees for such additional licenses as set forth in the Price List. The identical copyright notice and any other proprietary rights notice found on the original Software media must be maintained on all Home Use copies. Customer will maintain records of the names of all employees using the Software for Home Use and will provide EIS with a copy of such records upon request, subject to Government security requirements. Customer will inform all persons authorized to use the Software pursuant to this provision of the relevant terms of the license for such Software and will be responsible for their adherence to such terms. The foregoing provisions do not apply to Software licensed for use in a virtualized environment.

vi. Certain Software is licensed for use on a "grid," by "grid processor cores" or "grid processor core count" (or similar language referring to a number of processor cores available in a "Grid" computing environment) as identified in the applicable quotation and/or order (See applicable Part Number on Price List). In such event, the Software license fee is based on the sum of all processor cores of all authorized hardware in the Grid on which the Software is installed. A "Grid" is a network of authorized hardware that uses the combined processing power of the authorized hardware to process and run applications initiated in the network. Software may be installed on authorized hardware in the Grid as specified in the applicable quotation and/or order. A license for SAS® Grid Manager Software is a prerequisite to licensing any other Software in a Grid. SAS® Grid Manager Software is the only software that may be used for Grid management and job scheduling purposes in conjunction with SAS software applications residing on authorized hardware included in the licensed Grid. Upon installation, Customer will provide EIS a statement identifying the configuration of the Grid, to include the total number of nodes in the Grid and the total number of grid processor cores per Software product per Grid node, as well as such other reasonably requested Grid configuration information. Customer will update the same from time to time and upon reasonable request.

vii. In addition to any other pricing metrics that may apply to the Software, the language set forth in this subsection (vii) shall apply to any Software that, as identified in the applicable quotation and/or order, is to be deployed in a Public Cloud.

Customer represents that it has established and currently maintains a private online account, (“Cloud Account”) with a third party provider (“Provider”) of public Internet- based computing resources (“Public Cloud”). Upon issuance of an order and as such information is updated from time to time, Customer will provide Customer’s Cloud Account number and any other information reasonably required by EIS to enable Customer’s use of the Software within Customer’s Cloud Account.

Notwithstanding anything to the contrary contained herein, Customer may install and store an image of the Software in a single Customer-controlled Cloud Account. Customer shall use the Public Cloud facilities to structure its Cloud Account such that (i) installation and storage of the Software image is restricted at all times to Customer’s Cloud Account and (ii) access to the Software image is restricted at all times to authorized Users. Customer shall not apply an active product authorization code to a Software image. Customer shall install within its Cloud Account only Software designated by SAS as version 9.3 maintenance release 2, or later.

Customer may use the Software image to create a running instance and shall apply product authorization codes provided by EIS only to a running instance. If the licensed Software is designed for deployment across multiple hardware tiers, an instance shall be defined as a single virtual machine within the deployment and such deployment may include multiple instances corresponding to the multiple hardware tiers. If the Software is designed for deployment on a single hardware tier, an instance is defined as a single virtual machine and such deployment shall include only a single instance. Notwithstanding anything to the contrary contained in the GSA Contract, “Authorized Hardware” shall mean the virtual machine(s) associated with a single deployment.

Unless otherwise authorized herein, Customer shall not create instances for more than a single deployment of the Software at any given time. A separate license is required for each concurrent Software deployment in use by Customer.

If the Software license fee is based on the capacity of the Authorized Hardware or if the Software license otherwise restricts the maximum capacity of the Authorized Hardware,

capacity shall not exceed the licensed number of virtual Processor Cores set forth in the quotation unless Customer notifies EIS and pays additional license fees.

Customer may use Public Cloud features to clone and/or save Customer’s instance(s) of the Software only to the extent required to enable Customer to use the Software as authorized hereunder. Customer shall not use Public Cloud features to make the Software available to other Public Cloud accounts or for local deployment of the Software outside of Customer’s Cloud Account.

EIS is not responsible for any fees charged to Customer by the Public Cloud Provider; for maintenance and support of any Public Cloud software or resources; for management, back-up and/or restoration of Customer content or data; or for any loss of content or productivity resulting from issues associated with the Public Cloud. Customer shall be responsible for any damages, costs or expenses accruing to EIS arising out of or related to any access to or use of the Software and/or Product Authorization Code by any party

including, but not limited to, Provider, in any manner that is inconsistent with the terms and conditions herein or EIS' (and its licensor's) intellectual property rights.

Technical support is limited to assistance with issues related to Software functionality. EIS makes no representations or warranties with respect to Software performance in a Public Cloud. Information regarding technical support policies, including support for Software installed in a Public Cloud, can be found at support.sas.com.

viii. The following terms apply to any license for Software that is identified in any applicable order hereunder as for "CAS Capacity" (or such similar identification): The Software license fee is based on Customer's CAS Capacity which is defined as the aggregated capacity of all SAS cloud analytics services ("CAS") runtime instances (collectively, "CAS Runtime") where aggregated capacity is calculated as the total number of physical and/or virtual cores used for computation and processing. Customer may install the Software on any quantity of physical and/or virtual authorized hardware, including virtual authorized hardware within a Customer-controlled public cloud account ("Public Cloud Account"), provided that neither the aggregated capacity of the CAS Runtime nor the aggregated capacity of the SAS programming runtime engine ("Non-CAS Runtime") exceeds the licensed CAS Capacity. If CAS Runtime or Non-CAS Runtime exceeds CAS Capacity at any time, additional fees will apply in accordance with the GSA Schedule Pricelist.If the Ordering Activity exceeds the use amount, both parties will work together to either prevent such overages in the future or will execute a new agreement in writing that encompasses the higher use amount. With respect to Software installed within a public cloud, Customer will ensure that the Software is restricted at all times to Customer's Public Cloud Account and will be responsible for any use of the Software or Product Authorization Code by any party in any manner that is inconsistent with the terms and conditions herein or SAS' intellectual property rights.

ix. The following terms apply to any license for Software that is identified in any applicable order hereunder as for "Licensed Configuration" (or such similar identification). Software functionality is dependent on the functionality of other SAS software which Customer has previously licensed under the MLA or which Customer is licensing under this Supplement ("Prerequisite Software"). Customer may install the Software on, and/or access the Software from, any Authorized Hardware included as part of a single licensed configuration of the Prerequisite Software ("Licensed Configuration"). Customer may use the Software only in conjunction with a single Licensed Configuration of the Prerequisite Software. A separate Software license is required for each Licensed Configuration with which Customer uses the Software.

c. Indemnification.

If a claim of copyright, patent, trade secret, or other intellectual property rights violation is made against Customer relating to the Software, EIS (or its designee) agrees to indemnify the Customer by paying any settlement approved by EIS (or its designee), or any judgment, costs, or attorneys' fees finally awarded against the Customer for such claim. The parties agree to cooperate with each other in the investigation, defense and/or settlement thereof. This indemnification obligation shall not apply unless EIS has been informed as soon as practicable by Customer of the claim and EIS (or its designee) has been given such opportunity as is afforded by applicable law to participate in its defense, at its own expense. This indemnification obligation does not apply to the extent the claim is based on

a combination of Institute Software with other software or a Customer modification to the Software if such claim would not have been made but for the combination or modification.

If such a claim is made or, in EIS' (or its designee's) opinion, is likely to be made, EIS (or its designee), at its option, may modify the Software, obtain rights for the Customer to continue using the Software, or terminate the license for the Software product at issue and refund the current license fee paid by Customer. Customer agrees to abide by EIS' (or its designee's) decision and, if appropriate, install a different version of the Software or stop using the Software.

d. Customer Responsibilities

i. So the Customer can properly update and distribute information needed to keep the Software functioning properly and account for authorized hardware, the Customer will define in each order the hardware on which the Software is installed and the business addresses and points of contact of those locations.

ii. If the Customer believes the Software is being used in violation of this Agreement, Customer will promptly notify EIS in writing and will cooperate in EIS' investigation and resolution of the situation.

iii. The Customer will not permit anyone having access to the Software to:

1. Reverse assemble or decompile the Software; or

2. Mask, modify, or suppress any copyright notices or other proprietary rights notices, or fail to properly label any authorized copy; or

3. Time-share, rent, outsource, or otherwise use the Software except as specifically permitted in this Agreement.

e. Authorized Use

Subject exclusively to the terms of this Agreement, authorized use is restricted to Customer's employees and Customer's authorized short-term on-site contractors who receive the Software under the Federal Supply Schedule.

f. Software Maintenance and Fees

Fees for particular versions or releases of the Software may differ depending upon previous versions or releases licensed by Customer. Fees for hardware changes or upgrades in users which result in additional license fees will be consistent with the approved Price List and billed under the awarded license fee schedule and will be effective and invoiced as of the date of change or upgrade. With regard to hardware changes, applicable fees are generally based on the total processing power of the hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second ("MIPS"). Customer must notify Contractor prior to making any hardware change. License and maintenance fees that have been applied and used in the

performance of the contract are nonrefundable. Customer is not entitled to a pro-rata refund of any fees paid.

Maintenance is available for desktop and server based Software licensed under this Agreement. Maintenance beyond the first twelve months of the license will be made available for each designated server or user increment upon payment of the applicable yearly Maintenance fees contained in the Price List. Institute Maintenance in the form of updates, new releases, and fixes is cumulative. If at any time during the term of this Agreement Customer elects not to order Maintenance from EIS for a server or user increment such that there is an interruption in Maintenance for that server or user increment for the licensed Software, reinstatement of such Maintenance will require payment of a maintenance fee equal to the amount of all preceding skipped periods of Maintenance for that server or user increment of the licensed Software. If at any time during the term of this Agreement Customer elects not to order Maintenance from EIS for a server or user increment, then Customer's license rights shall continue with regard to such Software for the remainder of the license period applicable to such Software, subject to the license terms applicable to such Software on the last day for which Maintenance was purchased. Without limiting the foregoing sentence, without the payment of applicable fees consistent with the Price List, Customer may not change authorized hardware, add additional users, change operating systems, acquire additional Product Authorization Codes or license additional software products for use with such Software. Maintenance shall be provided in accordance with support as detailed in the below technical support terms, the latest version of which is at support.sas.com, terms of which may be updated from time to time. If SAS modifies its technical support policies, during an annual period for which Customer has paid maintenance fees, in a way that materially decreases the level of technical support available to Customer for the specific Software, Customer may notify EIS. EIS, at its option, will either: (a) provide the prior level of technical support to Customer for the Software at issue through the end of the then-annual license period; or (b) allow Customer to terminate its license and maintenance and receive a refund of the maintenance fees paid for such Software, prorated for the time remaining in the then-current annual maintenance period.

Technical Support. SAS will use reasonable efforts, either by telephone or electronically, to help Customer solve specific problems with installation or use of the Software. Customer may obtain additional support services from EIS by order additional services and paying applicable additional fees. It may not be possible for SAS to solve all problems or correct all errors in the Software. From time to time, SAS may make available, and Customer agrees to use reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, SAS may add, change or delete individual components or functionality in new releases. Such Software modifications shall be subject to the terms herein. If Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time. EIS' obligations in this section are subject to the following: Customer shall: (a) when requesting technical support, notify SAS of any modifications to the Software not made by SAS, or at the direction of SAS; and (b) establish technical contacts with knowledge about the Software and Customer's use of the Software who will be qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems with the Software. Failure to comply with these terms may result in longer response and resolution times.

Technical Support Process. The following describes how Technical Support is currently provided at SAS' worldwide headquarters in Cary, North Carolina between the hours of 9:00 a.m. and 8:00 p.m. eastern time, Monday through Friday during normal business days.

(a) Calls to Technical Support are answered by a Phone Support Operator, who determines the area of the user's problem and directs the call to a phone queue based on product or subject area. There are several queues, each having 1 to 4 Technical Support Analysts available at any given time.

(b) The first available representative in the queue handles the call. To reduce hold times when callers are holding in the queue, a message is sent to representatives in the subject group who are not "available"; they can make themselves available to receive calls as needed.

(c) When the representative receives a call, that representative obtains background information and a description of the problem, and attempts to answer the question. These first response representatives are able to resolve a majority of problems on primary contact.

(d) If the representative cannot answer the question on primary contact, the problem is placed in the "outstanding problem" list, additional details are included, and the user is provided with a tracking number. Notification of the tracked problem may be sent to a representative who has expertise in the subject area.

(e) A representative with subject area expertise who is informed of a new problem will accept the problem into a "working" file, and contact the user. Technical Support's goal for contacting users on tracked problems depends on the severity of the problem: a 2-hour callback for severe problems, up to a maximum of 24 hours for low-priority problems.

(f) The consultant is responsible for the problem until its resolution. Developers may be involved in the process, but the consultant still retains ownership of the problem. The consultant updates the problem whenever the user is contacted or additional information is required, enabling a complete audit trail of all problems. Resolved problems are moved to a "resolved" file, and then archived.

(g) The tracking system contains various signals to indicate "red flag" conditions, such as callbacks that have not been made, notifications from users, high-priority problems, or problems that have not been updated within a certain amount of time. Consultants may designate "backup" consultants to handle problems when they are out of the office.

(h) Problems submitted through e-mail or the WWW interface immediately go to the "outstanding problem" file, and are handled as problems called in by phone, but the representative can respond by phone or e-mail.

g. Ordering

To license the Software or order Maintenance, Customer will provide orders which contain complete product, pricing, hardware, operating system, software product, version, if applicable, and media information, and identification and location of the Government's premises where the Software is shipped. The Agreement will be incorporated into Customer's order. EIS has the right to request and receive written clarification of any order, which does not contain complete information. If the entity issuing a purchase order hereunder is a non-government entity authorized to order under this contract, such Customer agrees that, unless specifically agreed to in writing by EIS, without any requirement to expressly reject such terms, purchase order terms and conditions received by EIS from such entity issuing a purchase order hereunder that conflict with or are in addition to the terms hereof are expressly deleted and rejected, unless the terms and conditions to be modified are not material in nature and are evidenced by the parties' signed written agreement. Acceptance by EIS of any order does not constitute an amendment to this Agreement.

h. Institute Distribution of the Software and Documentation

Upon receipt of an acceptable order from Customer, EIS will ship F.O.B. destination (using its best efforts to ship within ten business days) to the designated contact on the order the media for the Software being licensed. One copy of the applicable Software documentation for each Software

product ordered will also be provided. For desktop and server based Software categorized as "perpetual", the Software media shipped will be preauthorized to operate for fifty (50) years; for desktop and server based Software categorized as "annual term", the Software media shipped will be preauthorized to operate for one (1) year. If licensed for a server, the Software media shipped will be preauthorized to operate on the designated server. If licensed for a mainframe, the Software media shipped will be preauthorized to operate on the designated mainframe or distributed server for the designated license period.

i. Hardware and Operating System Support

During the term of this Agreement, the Software will operate on hardware and operating systems listed in the Price List (which may be modified) which are compatible with and supported by the licensed Version of the Software.

j. Upgrades

Customer must notify EIS within thirty (30) days of all upgrades in designated users between user increment licenses or upgrades between mainframes or servers as classified by SAS and identified in the Price List. Upgrade fees within the same operating system are calculated by the difference in the corresponding fees (and the difference in the corresponding Maintenance fees, when applicable) for the licensed Software. No upgrades are available for a move to a different operating system.

k. Source Code

Source code from which the Software object code is derived ("Source Code") is not being provided and is an Institute trade secret to which access is not authorized. Except to the extent allowed by law, neither Customer nor any other user may reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code.

l. Licenses for Additional SAS Software

Customer may license additional Software, other than those contained in the Price List, which the parties mutually desire to make available under this Agreement, in accordance with fees to be mutually agreed upon by the parties. This provision applies to open market transactions per applicable open market regulations.

m. Termination

Upon termination of this Agreement, Customer agrees to delete or destroy all Software in its possession that is not currently paid for and certify the same to EIS. Upon termination of any license, Customer agrees to reclaim, delete, and destroy the Software product at issue and certify the same to EIS.

n. Late Shipment

EIS will use its best efforts to ship the Software within ten (10) days of receipt of an acceptable order. However, EIS does not guarantee specific delivery dates. If EIS fails to deliver the Software in

the time frame required by the Customer, the Customer may cancel its order and be reimbursed of any advanced payment(s) the ordering activity made. EIS will not be responsible for any losses incurred by the Customer in purchasing software elsewhere.

o. Continuing Obligation

Obligations in this Agreement, which by their nature are continuing, survive termination or expiration. Upon termination or expiration of the license, or when a user is no longer authorized to access the Software, Customer agrees to reclaim, delete and destroy the Software product at issue.

p. Bundled Components

Software Solutions and Suites consist of bundled components. Customer may use such bundled components only through the application under which they are bundled, and may not use or deploy any individual component as a replacement for other SAS Software. Individual components may be provided to Customer on the same or different media as other components of the Software Solution or Suite. EIS may add, modify or delete individual components in new releases. All additional and modified component software shall be governed by these terms and the terms of GSA Schedule Contract No. 47QTCA18D0081.

q. Usage Requirements

Specific usage or system requirements related to particular Software Solutions and Suites, if applicable, may be included in the price lists for such products. Software Solutions and Suites may only be used by Customer if Customer has a license to use the applicable SAS Software on appropriate hardware which is to be specified in Customers' orders for the licenses of such Software Solutions and Suites.

r. Third Parties

Subject to any specific requirements or restrictions applicable to a Software Solution or Suite, Customer's employees ("Employees") and any authorized third party end users ("Third Party End Users") may use Software Solutions and Suites to access static, web-based applications written in SAS software ("Applications") that reside on the same hardware for which the Software Solutions and Suites are licensed by Customer. Except with EIS' prior written consent, Customer shall not use or allow any Employees or Third Party End Users to use the Software Solutions or Suites, whether directly or through any Application, to process or permit to be processed any third party data or to access any SAS Software that resides on any other hardware unless the Software is also licensed for use on that other hardware. The Applications must be written such that Third Party End Users may not edit SAS programs or have access to any other capability for free form programming in SAS Software. Customer may not use any Software Solutions or Suites to download or otherwise export or re-export any software or any underlying information or technology except in full compliance with all laws and regulations of the United States of America and any other applicable laws and regulations. Customer is responsible for Third Party End User access to SAS software. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this license.

s. Warehouse Administration

The warehouse administration function of certain Software Solutions and Suites is licensed on a per named administrator basis. Upon licensing this Software, Customer must provide EIS with the name(s) of the warehouse administrator(s). As those administrators change, Customer may call or write EIS to

update EIS. The warehouse administrator must be a Customer employee or other authorized user under the license.

t. AppDev Studio

Unless otherwise authorized by EIS, the AppDev Studio™ functionality of any Software Suite may only be used for development and testing purposes, and may not be used for production use (although the applications and/or applets created with AppDev Studio may be used in a production environment).

u. Performance Data Warehouse

Customer may use Software Suites containing a "performance data warehouse" solely for the purpose of web log data reporting and analysis through a "performance data warehouse." A "performance data warehouse" is the data warehouse or structure created by certain Software Suites to house detailed and summarized performance data and other information necessary to manage the web log data Customer provides to such Software Suite. Customer may not modify such Software Suites to use elements of such Software Suites' functionality to analyze or report on data outside the performance datawarehouse.

v. Third Party Software

Customer acknowledges that certain Software Solutions and Suites include components which contain software licensed to EIS' licensors by Sun Microsystems, Inc. ("Sun Microsystems"), Microsoft Corporation ("Microsoft"), and certain other vendors (collectively, "Third Party Software"). The following additional terms shall apply to the Third Party Software and shall take precedence over any conflicting terms in the license:

i. Customer may not distribute the Third Party Software to any third party in any modified form. The Third Party Software may not be leased, assigned, or sublicensed, in whole or in part. The Third Party Software is not designed or intended for use in online control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Customer agrees not to use or redistribute the Third Party Software for such purposes. This license does not authorize Customer to use any of SAS' names, trademarks or logos or any of its licensors' names, trademarks and logos, including but not limited to Sun Microsystems' and Microsoft's trade names, trademarks or logos.

ii. Use, duplication, or disclosure of the Third Party Software and related documentation by the US Government is subject to restrictions as set forth in Rights in Technical Data and Computer Software Clauses in DFARS 252.277-7013(c)(1)(ii).

iii. DISCLAIMER OF WARRANTY. THE THIRD PARTY SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAS' LICENSOR(S) DISCLAIM ANY LIABILITY CONNECTED WITH USE OF THE THIRD PARTY SOFTWARE.

w. LIMITATION OF LIABILITY.

EIS' LICENSOR(S) ARE NOT LIABLE FOR (a) DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY SORT, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, EVEN IF EIS HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGES, OR (b) FOR ANY CLAIM BY ANY OTHERPARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

x. DataDirect Technologies

With regard to SAS/ACCESS Software that contains subcomponents licensed to EIS' licensors by DataDirect Technologies or Progress Software Corporation, the following terms are included herein: This product is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this product only with those rights set forth in the license agreement accompanying this product.

y. Free and Open Source Software

Solely as a convenience to Customer, the Software may be shipped along with certain free and open source software ("FOSS") identified in the Software documentation and/or the applicable quotation. Contractor does not license the FOSS to Customer. FOSS is merely provided as a convenience. If Customer determines to use the FOSS, Customer's right to use such FOSS shall be governed by the applicable FOSS license agreement instead of the terms hereof.

z. Conversion

If, as permitted by EIS, a Customer desires to convert an existing Software license (the "Prior Software") to different Software (the "Converted Software"), EIS' quotation to the Customer will describe the conversion. In such event, Customer's license for the Converted Software identified on the applicable quotation will switch to the Converted Software upon EIS' receipt of Customer's purchase order to the applicable quotation and the terms and conditions herein applicable to the Converted Software shall apply. Additionally, upon EIS' receipt of Customer's purchase order to the applicable quotation, Customer's license to the Prior Software will automatically terminate without further action by either party and Customer shall cease use of the Prior Software, delete such software from any authorized hardware on which it is installed, and destroy such software. Upon request, Customer will certify that it has completed such deletion and destruction.

7. Software Specific Pricing Metrics.

The following terms govern Customer's use of each of the SAS Software offerings noted in the following provisions which consist of combinations of SAS software components or which include sub-components supplied by third parties and SAS (collectively, "Software Solutions and Suites," or singly, "Software Solution or Suite"). The Institute shall be referred to as "SAS" herein.

a. Licensing Provisions Specific to Enterprise Miner™ Software

i. Customer is not authorized to use Enterprise Miner with third party data for the benefit of a third party unless the licensing documents are amended and additional fees paid. A third party is

any government department, agency, contractor or any other third party that is not a part of the licensed government department, agency or contractor.

ii. If a client component is included with the Software, the client component is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

b. Licensing Provisions Specific to SAS/TOOLKIT® Software.

i. Customer may use SAS/TOOLKIT software to develop executable images, which may be distributed to third parties. No portion of SAS/TOOLKIT software shall be distributed by Customer to any third party except as linked into the executable image.

c. Licensing Provisions Specific to SAS/IntrNetTM Software

i. These terms also modify the license terms, which apply to the SAS software licensed on the same hardware for which the SAS/IntrNet software is licensed ("Application Server").

ii. Customer may allow Customer's employees ("Employees") and third parties ("End Users") to use SAS/IntrNet software to access and use applications written in SAS software ("Applications") which are resident on Customer's Application Server(s). Subject to the restrictions set forth below, such access may be from anywhere in the world. Customer must configure its Applications such that End Users do not have access to program editing or to any other capability for free form programming in SAS software.

iii. Unless Customer receives prior written consent from EIS, Customer may not allow Applications accessed through SAS/IntrNet software to access SAS software resident on other hardware unless that other hardware is also licensed for SAS/IntrNet software.

iv. Customer is responsible for End User access to SAS software.

v. Customer may not use SAS/IntrNet software in any outsourcing, facilities management or service bureau arrangement or any data or information technology management operation by or for third parties. The terms of this Section do not expand authorization to access SAS software except to the limited extent set forth in Section 2 above.

vi. Customer may not download or otherwise export or re-export any software or any underlying information or technology except in full compliance with all laws and regulations of the United States of America and any other applicable laws and regulations. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this agreement.

vii. If Customer chooses to use the "SAS Powered" Logo ("Logo"), the terms in this Section

(vii) apply. Should Customer choose not to use the Logo, the terms in this Section do not apply.

1. The Logo may be used only in connection with applications written in SAS Programming Language.

2. The Logo may be used only on web pages, splash screens, packaging and marketing collateral ("Marketing Material") that refer to applications written in SAS Programming Language. If Customer's Marketing Material includes other applications or products, the Logo must be clearly associated only with the authorized applications. The Logo may be used only in the official form provided by the Institute, and Customer must follow the Logo Guidelines, which are included with the SAS/IntrNet software media. Customer may not modify the Logo in any manner, including size, shape, proportions, color, etc.
3. Customer's Marketing Material which contains the Logo must include the following legend: "SAS, the SAS Powered logo and all other SAS Institute Inc. product or service names are registered trademarks or trademarks of SAS Institute Inc., in the USA and other countries. ® indicates USA registration."

4. EIS AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND RESPECTING THE SAS TRADEMARK OR THE LOGO, INCLUDING THE VALIDITY OF THEIR RIGHTS IN THOSE MARKS IN ANY COUNTRY, AND DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW, INCLUDING WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY TRADEMARKS. CUSTOMER USES THE LOGO AT CUSTOMER'S OWN RISK.

5. Customer agrees to assist EIS and its licensors in executing and recording any documents relating to this permission necessary to protect the SAS trademark or Logo in any country.

6. These terms and conditions apply only to the Logo. Customer is not granted permission to use any other SAS trademark or logo. Customer is not authorized to use any Institute trademark in the name of its company, products, or services.

7. EIS may terminate Customer's permission to use the Logo at any time, at EIS' sole discretion, if EIS deems it necessary for protection of the SAS trademark or Logo.

d. Licensing Provisions Specific to IT Charge Manager™ Software

i. IT Charge Manager may be used, and its license fee is based, on one installation on the authorized hardware on which it is licensed and use within the United States during the license period. Customer may not use IT Charge Manager with third party data for the benefit of a third party unless the licensing documents are amended and additional license fees paid. A third party is any separate Government department, agency, contractor, or any other third party that is not a part of the licensed Government department, agency or contractor.

ii. IT Charge Manager operates in conjunction with IT Resource Management software. IT Resource Management software consists of a client and a server component. Customer is authorized to use IT Charge Manager on all computer hardware on which Customer has licensed the client component of IT Resource Management software under this Agreement.

iii. IT Charge Manager will only operate after Customer has installed product authorization codes for the IT Resource Management software with which IT Charge Manager operates.

iv. If Customer's license for IT Charge Manager is terminated or expires, Customer shall (i) cease using, (ii) delete, and (iii) destroy or return to EIS all copies of IT Charge Manager in its possession.

e. Licensing Provisions Specific to JMP® Statistical Discovery Software.

i. All JMP Software, including SAS Simulation Studio for JMP, is licensed on a Total User(s) basis. "Total Users" is defined as the total number of individuals (not concurrent) who access the Software on each licensed operating system during the license period. The license includes one operating system of choice. The addition of a second operating system may be requested for additional fees. The license fee is calculated by the total number of users across all licensed operating systems. Without the payment of additional license fees that may apply, Customer may not exceed the licensed Total Users.

ii. With regard to JMP Clinical and JMP Genomics, fees for Total Users are charged by the number of users on each operating system site. For example, 5 users on a 32-bit site and 5 users on a 64-bit site are charged separately.

iii. The fee includes one (1) set of media, installation materials and one (1) set of documentation generally provided with the applicable Software.

iv. SAS Simulation Studio for JMP requires an existing JMP license.

f. Licensing Provisions Specific to SAS/C® Compiler Software

If licensed on a mainframe, the SAS/C software is provided with a sixty-day free trial period. Otherwise, there is no trial period. The SAS/C software contains various programs and libraries, which may be redistributed subject to the restrictions, set forth below. These programs and libraries are part of either Limited Distribution Libraries or the SAS/C Redistribution Package. Listings of the programs and libraries included under each of these headings are included within the SAS/C software and/or in the SAS/C software documentation provided by EIS. Consult the SAS/C software documentation for information on how to access these listings.

The Limited Distribution Libraries and the SAS/C Redistribution Package are copyrighted property of the Institute and shall be used by Customer only as follows:

i. Limited Distribution Libraries

Customer and successive third parties may copy and distribute the files included in the Limited Distribution Libraries and create derivative works based on these files. These files may be distributed worldwide.

ii. SAS/C Redistribution Package

The SAS/C Redistribution Package files do not include a trial period. Customer's distribution of the SAS/C Redistribution Package files is subject to an annual license fee in addition to the license fee paid by Customer for the SAS/C software. SAS/C Redistribution Package files may only be distributed as a component of Customer's product created using the SAS/C software. In no event shall such files be distributed by Customer separate and apart from Customer's product nor shall Customer authorize third parties to redistribute such files in any manner. These files may be distributed worldwide.

Customer shall not use the Institute's name, logo, or trademarks to market products Customer develops using the SAS/C software. EIS has no support obligations to third parties.

Customer is responsible for compliance with any applicable import and export regulations and for compliance with all applicable laws and regulations in the country of distribution and/or use.

g. Licensing Provisions Specific to Enterprise Reporter™ Software

i. The Enterprise Reporter software is licensed on a "PC Use" basis. All individuals who have access to the Enterprise Reporter software during a license period must be counted in the number of total users. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.

ii. Enterprise Reporter will operate on both a server and personal computer and Customer will receive a product authorization code for each platform. As long as Customer does not exceed the number of users or personal computer installs licensed, Customer may install Enterprise Reporter on either or both platforms. It is Customer's responsibility to ensure the correct product authorization code is applied

h. SAS® Financial Management Software is subject to the following additional terms and conditions:

(i) SAS® Financial Management Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Financial Management Software and the Metadata Server component of that Software will be installed. In addition, the Customer's

license of SAS® Financial Management Software is limited to and the license and maintenance fees payable by Customer for the Software are based on the quantities of each type of user for which the license and subsequent maintenance have been purchased by the Customer. The types of users for which a license and maintenance of the SAS® Financial Management Software may be purchased are as follows:

1. System Administrator – System Administrators are users who access the SAS® Financial Management Software to perform installation of and set and maintain parameters around the use of, applications running the SAS® Financial Management Software.

2. Finance Power Users – Finance Power Users are users who may access the SAS® Financial Management Software to use the full functionality of that Software.

3. Planning and Business Users – Planning and Business Users are users who may access the SAS® Financial Management Software solely to utilize applications created by Power Users to enter, validate, and manage data.

4. Interactive Reporting and Dashboard Users – "Interactive Reporting and Dashboard Users" are users who access the SAS® Financial Management Software in the Dashboard. The "Dashboard" is a web-based interface component of the Software which allows users to view and analyze content.

(ii) For each of the foregoing user types, the quantity licensed by the Customer is the total number of such users (not concurrent users) accessing the SAS® Financial Management Software during the initial 12 months of the license, or during any subsequent annual maintenance period (whether or not the Customer purchases maintenance for the SAS® Financial Management Software with respect to such annual maintenance).

(iii) The Customer's license of the SAS® Financial Management Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Financial Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

(iv) Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Financial Management Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Financial Management Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Financial Management Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

(v) AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Financial Management Software may only be used for development purposes.

(vi) The license of SAS® Financial Management Software also includes a license of a SAS/Access Software product chosen by the Customer.

i. Licensing Provisions Specific to Platform Suite for SAS Software:

Platform Suite for SAS Software is licensed for use by Customer only with Customer's concurrent use of Base SAS® that is also licensed by the Customer. Platform Suite for SAS Software may not be used by Customer with any other product of SAS or any third party. Platform Suite for SAS Software is licensed based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Platform Suite for SAS Software, including all of its components, may be used solely for job scheduling purposes in conjunction with the other SAS software applications residing on the one authorized hardware for which it was licensed and may not be used to schedule jobs across multiple pieces of hardware.

j. Restricted Use Infrastructure Server Software ("RUIS Software") is licensed subject to the following:

i. RUIS Software is licensed for use by Customer only with Customer's use of a SAS software solution in which the RUIS Software is embedded by SAS ("SAS Solution") and which the Customer has also licensed. RUIS Software may not be used by Customer with any other product of SAS or any third party.

ii. RUIS Software is licensed for use on the hardware for which the applicable SAS Solution has also been licensed by the Customer. The license and maintenance fees payable by the Customer with respect to the RUIS Software are based on the number of processors of Customer's server on which the RUIS Software resides.

iii. RUIS Software includes README files with additional terms and conditions which govern the license of the use of the RUIS Software in connection with Customer's license of the applicable SAS Solution.

k. SAS® Strategy Management Software is subject to the following additional terms and conditions:

i. SAS® Strategy Management Software is licensed for use by the Customer on a single Customer computer except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the Software and the Metadata Server component of that Software will be installed. The Software is licensed on a Total User basis. "Total Users" is defined as the total number of individuals (not concurrent) who access the Software on each licensed operating system during the license period. Without the payment of additional license fees that may apply, Customer may not exceed the licensed Total Users.

ii. The Customer's license of the SAS® Strategy Management Software commencing with Release 2.0 of the Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following

components of the SAS® Strategy Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

(i) Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Strategy Management Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Strategy Management Software is installed, solely for the purpose of deploying the Strategic Performance Management Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

(ii) AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Strategy Management Software may only be used for development purposes.

l. SAS® Forecast Server Software is subject to the following additional terms and conditions:

i. SAS® Forecast Server Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Forecast Server Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second. The Software is licensed as a bundle of technology and not an "integrated solution." Accordingly, the Software components in the Software may be used alone or with the other components bundled with the Software.

ii. The Customer's license of the SAS® Forecast Server Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Forecast Server Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

1. Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Forecast Server Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Forecast Server Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Forecast Server Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

m. SAS Enterprise Data Integration Server Software is subject to the following additional terms and conditions:

i. SAS Enterprise Data Integration Server Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS Enterprise Data Integration Server Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second. The Software is licensed as a bundle of technology and not an "integrated solution." Accordingly, the Software components in the Software may be used alone or with the other components bundled with the Software.

ii. The Customer's license of the SAS Enterprise Data Integration Server Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS Enterprise Data Integration Server Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by EIS) of the SAS Enterprise Data Integration Server Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS classification of the Customer server on which the licensed SAS Enterprise Data Integration Server is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS Enterprise Data Integration Server Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

iii. If the Customer has previously licensed the Enterprise Integration Technologies bundle of SAS Software ("EIT Software") for use on the same Customer hardware and with the same operating system with respect to which Customer has licensed the SAS Enterprise Data Integration Server Software and the Customer's annual license or annual maintenance, as applicable, with respect to that EIT Software is current as of the commencement date ("EDILB Date") of Customer's license of the SAS Enterprise Data Integration Server Software, then as of the EDILB Date Customer's license of the EIT Software shall be cancelled and superseded as follows:

1. The SAS/Connect and SAS Integration Technologies Software that are components of the EIT Software are included in Customer's license of the SAS Enterprise Data Integration Server Software and the license and maintenance, as applicable, of such SAS/Connect and SAS Integration Technologies Software, shall be included in the fees payable by Customer for license and maintenance, as applicable, of the SAS Enterprise Data Integration Server Software;

2. Customer's license of SAS IntrNet Software through the license of the EIT Software shall be converted to a license of such SAS/IntrNet Software on a Stand-alone basis for the same license term as Customer's license of such EIT Software (prior to the cancellation of the license of the EIT Software as provided above). If applicable, the current annual maintenance period with respect to such EIT Software (prior to the cancellation of the license as provided herein) shall apply to such SAS/IntNet Software.

iv. The license of SAS Enterprise Data Integration Server Software also includes a license of

1. two (2) SAS/Access Software products chosen by the Customer;

2. SAS Quality Knowledge Base Locale Software (the locale/language chosen by Customer);

3. SAS® Metadata Bridge for General Industry Standards and three (3) additional SAS Metadata Bridges of choice (which may be requested at any time as long as the maintenance is maintained);

4. PC licenses of DataFlux Data Management Studio Platform for SAS, DataFlux Data Management Studio Profile, DataFlux Data Management Studio Entity Resolution, DataFlux Data Management Studio Integration, DataFlux Data Management Studio Quality, DataFlux Data Management Studio Customize, and DataFlux Data Management Studio Exploration (collectively the "DF PC Components"), provided that each of the DF PC Components is licensed for use by the greater of (A) the number of users authorized to access the applicable dfPower Component, or (B) the number of personal computers on which such DF PC Component will be installed and available for processing on the designated operating system. Such quantity of users shall be the total number of users (not concurrent users) accessing the applicable DF PC Component and such quantity of personal computers shall be the total number of personal computers on which such DF PC Component is installed and available for processing during the initial 12 month license period or during any subsequent annual maintenance period (whether or not the Customer purchases maintenance for the SAS Enterprise Data Integration Server Software with respect to such annual maintenance). Unless additional are licensed, the number of such users or the number of such personal computers with respect to the DF PC Components shall not exceed one (1) such user or personal computer with respect to each of the DF PC Components; and

5. one (1) DataFlux Data Management Quality Knowledge Base Locale of choice; provided that the chosen DataFlux Data Management Quality Knowledge Base Locale must be a then commercially-available product. The DataFlux Data Management Quality Knowledge Base Locale is licensed on a Site License basis. "Site License" means Customer's use of the Software is dependent upon Customer's licensing SAS Enterprise Data Integration Server Software ("Prerequisite Software"). Customer may install the Software on, and/or access the Software from, any authorized hardware, located at a single physical site, for which Customer has licensed the Prerequisite Software.

n. SAS® Enterprise Model Management Software is subject to the following additional terms and conditions:

i. SAS® Enterprise Model Management Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Enterprise Model Management Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second.

ii. The Customer's license of the SAS® Enterprise Model Management Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Enterprise Model Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

1. The Customer may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Enterprise Model Management Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Enterprise Model Management Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Enterprise Model Management Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

2. The license of SAS® Enterprise Model Management Software also includes a license of SAS® Enterprise Model Management Client Software ("EMM Client Component"), provided that the EMM Client Component is licensed for use by the greater of (A) the number of users authorized to access EMM Client Component and (B) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Such quantity of users shall be the total number of users (not concurrent users) accessing the EMM Client Component and such quantity of personal computers shall be the total number of personal computers on which such EMM Client Component is installed and available for processing during the initial 12 month license period or during any subsequent annual maintenance period (whether or not the Customer purchases maintenance for the SAS® Enterprise Model Management Software with respect to such annual maintenance). The number of such users or the number of such personal computers shall not be greater than a quantity of five (5) such users or personal computers, whichever is greater.

o. SAS Data Integration Server Software is subject to the following additional terms and conditions:

a. SAS Data Integration Server Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the

server on which the SAS Data Integration Server Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second. The Software is licensed as a bundle of technology and not an "integrated solution." Accordingly, the Software components in the Software may beused alone or with the other components bundled with the Software.

b. The Customer's license of the SAS Data Integration Server Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS Data Integration Server Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by EIS) of the SAS Data Integration Server Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS classification of the Customer server on which the licensed SAS Data Integration Server is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS Data Integration Server Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

p. SAS® IT Resource Management Software is subject to the following additional terms and conditions:

i. The Software is licensed for use by the Customer on a single Customer computer except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the computer on which the Software and the Metadata Server component of that Software will be installed. In addition, the Customer's license of the Software is limited to, and the license and maintenance fees payable by Customer for the Software are based on, use on the type of network for which the Software is licensed by Customer (as noted in the CLIN licensed) as follows:

1. Network Based (Single Site or Mixed) - The Software license fee is based on the total processing capacity of Customer's IT infrastructure managed by the Software in the United States. With respect to IT infrastructure consisting of server hardware, total processing capacity includes each processor on each chip of each server. With respect to IT infrastructure consisting of mainframe hardware, total processing capacity is based on the Millions of Instructions per Second ("MIPS") rating of each mainframe.

2. Enterprise (Mainframe, Server or Mixed) – Mainframe: The Software license fee is based on a single installation of the Software in the United States used to manage Customer's mainframe hardware IT infrastructure in the United States. Server: The Software license fee is based on a single installation of the Software in the United States used to manage Customer's server hardware IT infrastructure in the United States. Mixed: The Software license fee is

based on a single installation of the Software in the United States used to manage Customer's server hardware and mainframe hardware IT infrastructure in the United States.

ii. The Customer's license of the Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following component of the Software and the quantity of such component for which the license or maintenance has been purchased by the Customer:

1. Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by EIS) of the Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Customer may not install any additional SAS software products on such additional server on which Customer installs the Base SAS component.

2. Use of the client component of the Software is limited to the greater of either (i) the total number of users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.

iii. The license of the Software also includes a license of SAS® Metadata Bridge for General Industry Standards and three (3) additional SAS Metadata Bridges of choice (which may be requested at any time as long as the maintenance is maintained).

iv. Upon Customer's request, if Customer's maintenance is fully paid and current, Customer's license of SAS® IT Resource Management Software includes a license of SAS Financial Management Adapter for SAP.

q. SAS® IT Service Level Management Software is subject to the following additional terms and conditions:

i. The Software is licensed for use by the Customer on a single Customer computer except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the computer on which the Software and the Metadata Server component of that Software will be installed. In addition, the Customer's license of the Software is limited to, and the license and maintenance fees payable by Customer for the Software are based on, use on the type of network for which the Software is licensed by Customer (as noted in the CLIN licensed) as follows:

1. Network Based (Single Site or Mixed) - The Software license fee is based on the total processing capacity of Customer's IT infrastructure managed by the Software in the United States. With respect to IT infrastructure consisting of server hardware, total processing capacity includes each processor on each chip of each server. With respect to IT infrastructure consisting of mainframe hardware, total processing capacity is based on the Millions of Instructions per Second ("MIPS") rating of each mainframe.

ii. A license of SAS® IT Resource Management Software for the same hardware is required to license this Software.

r. SAS® Data Surveyor Software is subject to the following additional terms and conditions:

i. The Software is licensed for use by the Customer on a single Customer computer except as specified in this section. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the computer on which the Software will be installed. In addition, the Customer's license of the Software is limited to, and the license and maintenance fees payable by Customer for the Software are based on, the capacity of the Customer computer on which the Software is installed (as noted in the CLIN licensed) as follows:

1. SAS Data Surveyor for Oracle Applications Capacity Based - The Software license fee is based on the total processing power of the hardware on which the SAS Data Integration Server or SAS Enterprise Data Integration Server software is installed where processing power includes each processor on each chip. If prompted during Software installation, Customer may install certain Software subcomponents on separate hardware which may or may not run the same operating system as the authorized hardware. Notwithstanding anything to the contrary contained in this Agreement, such separate hardware may have a larger machine classification than the authorized hardware. Customer may use the Software, including its subcomponents, solely to access Oracle data in the licensed Oracle database. Customer may not use or deploy any individual Software subcomponent for any other purpose or as a replacement for other SAS software. The terms and conditions of this Agreement shall govern the license for the Software, including all subcomponents, notwithstanding any click-wrap agreement or other similar terms and conditions which may be surfaced during installation of the Software or any Software subcomponents.

ii. SAS Data Surveyor for PeopleSoft Capacity Based - The Software license fee is based on the total processing power of the hardware on which the SAS Data Integration Server or SAS Enterprise Data Integration Server software is installed where processing power includes each processor on each chip. If prompted during Software installation, Customer may install certain Software subcomponents on separate hardware which may or may not run the same operating system as the authorized hardware. Notwithstanding anything to the contrary contained in this Agreement, such separate hardware may have a larger machine classification than the authorized hardware. Customer may use the Software, including its subcomponents, solely to access PeopleSoft data in the licensed ODBC, SQL, DB2 or Oracle database. Customer may not use or deploy any individual Software subcomponent for any other purpose or as a replacement for other SAS software. The terms and conditions of this Agreement shall govern the license for the Software, including all subcomponents, notwithstanding any click-wrap agreement or other similar terms and conditions which may be surfaced during installation of the Software or any Software subcomponents.

iii. SAS Data Surveyor for SAP Capacity Based - The Software license fee is based on the total processing power of the hardware on which the Software is installed where processing power includes each processor on each chip. The Software, including all of its components, may be used solely to access SAP data in the licensed SAP database. Customer may not use or deploy any individual Software component for any other purpose or as a replacement for other SAS software.

iv. SAS Data Surveyor for Seibel Capacity Based - The Software license fee is based on the total processing power of the hardware on which the SAS Data Integration Server or SAS Enterprise Data Integration Server software is installed where processing power includes each processor on each chip. If prompted during Software installation, Customer may install certain Software subcomponents on separate hardware which may or may not run the same operating system as the authorized hardware. Notwithstanding anything to the contrary contained in this Agreement, such separate hardware may have a larger machine classification than the authorized hardware. Customer may use the Software, including its subcomponents, solely to access Siebel data in the licensed ODBC, SQL, DB2 or Oracle database. Customer may not use or deploy any individual Software subcomponent for any other purpose or as a replacement for other SAS software. The terms and conditions of this Agreement shall govern the license for the Software, including all subcomponents, notwithstanding any click-wrap agreement or other similar terms and conditions which may be surfaced during installation of the Software or any Software subcomponents.

s. SAS® Metadata Bridge Software is licensed based on the total number of physical computers and/or Virtual Machines on which the Software is installed during the applicable license period and may be installed.

t. SAS® Enterprise Guide Software is licensed on a Total User basis. "Total Users" is defined as the total number of individuals (not concurrent) who access the Software on each licensed operating system during the license period. Without the payment of additional license fees that may apply, Customer may not exceed the licensed Total Users.

u. DataFlux Software is subject to the following additional terms and conditions:

i. DataFlux Software that is licensed for use by Customer on personal computers is subject to the following additional terms and conditions.

The license fees applicable to the Software are based on the greater of either (1) the total number of individuals (not concurrent) authorized to access the Software or (2) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Without the payment of additional license fees that may apply, Customer may not exceed such number of individuals or installations.

ii. DataFlux Software that is licensed for use by Customer on servers is subject to the following additional terms and conditions.

The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Without the payment of additional license fees that may apply, Customer may not install the Software on hardware other than that for which the Software was specifically licensed.

iii. DataFlux Quality Knowledge Based Locales (also known as DataFlux LocalePacks) are subject to the following additional terms and conditions.

The Software license fee is based on one (1) installation of the Software on the authorized hardware and use for Customer's internal business purposes only within the United States during the license period. Customer may not exceed the number of installations of locale of use.

iv. All DataFlux Software is subject to the following additional terms and conditions: All data necessary to use the Software (collectively, the "Verify Data") is licensed to Customer on an annual, non- exclusive, revocable basis. EIS makes no representation or warranty as to the availability of updates to the Verify Data. The license for all or any part of the Verify Data is subject to termination by EIS on thirty (30) days prior written notice to Customer in the event EIS' licensor terminates the license for such Verify Data ("Verify Data Termination"). In the event of a Verify Data Termination, Customer must (i) terminate its use of, and delete and destroy, the affected Verify Data on or before the date provided by EIS in such written notice and (ii) upon request from EIS, provide EIS with a certification of the deletion and destruction of the affected Verify Data signed by an authorized officer of Customer. In the event of a Verify Data Termination, provided Customer has complied with its obligations hereunder, EIS will refund to Customer a prorated portion of the license fees paid by Customer for the then-current term for the affected Verify Data. The Verify Data may be used only in conjunction with, and under the same terms and conditions as, the corresponding Software. Customer must terminate its use of, and delete and destroy, all Verify Data if the license therefore is not renewed for any reason. THE SOFTWARE MAY CONTAIN OR PROVIDE ACCESS TO DATA LICENSED TO EIS BY THIRD PARTY VENDORS ("THIRD PARTY DATA") AND PROVIDE ACCESS TO SERVICES AND DATA PROVIDED BY THIRD PARTIES (COLLECTIVELY, "THIRD PARTY SERVICES"). THIRD PARTY DATA, THIRD PARTY SERVICES, AND ACCESS THERETO ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. EIS DISCLAIMS ANY WARRANTY AS TO (A) THE CONTINUED CERTIFICATION OF THE SOFTWARE BY ANY THIRD PARTY OR (B) THE CONTINUED AVAILABILITY OF ANY DISCOUNT PROVIDED FROM USE OF THE SOFTWARE. EIS DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF THE THIRD PARTY DATA AND THIRD PARTY SERVICES. THE DISCLAIMERS HEREIN DO NOT APPLY TO ANY THIRD PARTY SOFTWARE ACTUALLY EMBEDDED WITHIN THE SOFTWARE, BUT APPLY IN ALL RESPECTS TO ANY DATA SUPPLIED WITH, CONTAINED IN, OR ACCESSED THROUGH THE SOFTWARE.

e. In order to fully function, DataFlux "Verify" or "Enrichment" products require a DataFlux DataPack that must be separately licensed by Customer.

v. Teragram Software is subject to the following additional terms and conditions:

i. Teragram TK240 Software, Teragram TK240 Categorization Software, Teragram TK240 Concepts Extraction Software, Teragram Information Workbench Software, Teragram Semantic Term Manager Software and Teragram Linguistic Support Software are subject to the following additional terms and conditions.

1. The Software license fee is based on the number of individuals (not concurrent) who may access the Software during the applicable license period to use the full functionality of the

Software. Without the payment of additional license fees that may apply, Customer may not exceed such number of individuals accessing the Software. The Software supports the English language and additional available languages must be licensed separately hereunder.

ii. Teragram TK240 Collaborative Server Software, Teragram Crawler Software, Teragram Search and Indexing Software, Teragram CATCON Automatic Categorizer Software and CATCON Concepts Extraction Software are subject to the following additional terms and conditions.

1. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Without the payment of additional license fees that may apply, Customer may not install the Software on hardware other than that for which the Software was specifically licensed.

iii. Teragram CATCON Server Software is subject to the following additional terms andconditions.

1. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Without the payment of additional license fees that may apply, Customer may not install the Software on hardware other than that for which the Software was specifically licensed. The Software is licensed as a bundle of technology and not an "integrated solution." Accordingly, the server-based Software components in the bundle may be used alone or with the other components bundled with the Software.

iv. Teragram Linguistic Suite Software, Teragram Fast Pattern Matching Software, Teragram Direct Answers Software, Teragram Document Duplication Detection Software, Teragram Email Alerts Software, Teragram IPTC Rules Software, Teragram Language Identification and Character Encoding Software, Teragram MeSH Rules Software, Teragram Semantic Term Manager Server Software, Teragram Spelling Correction Software, Teragram Summarization Software and Teragram Taxonomy Discovery Software are subject to the following additional terms and conditions.

1. The Software license fee is based on the total number of computers on which the Software is installed. Without the payment of additional license fees that may apply, Customer may not exceed such licensed number of installs.

v. All Teragram Software is subject to the following additional terms and conditions: Customer may not disclose to third parties the results of Software performance benchmarks, conducted by EIS (or its licensors) or by Customer, without EIS' prior written authorization. Customer shall not use or permit any user or third party to use any application program interface ("API") provided with the Software to read in bulk or "harvest" the contents of any data files licensed to Customer by EIS and provided with the Software.

w. SAS® Visual Data Discovery Software licensed for use on a server includes a license for Customer's users to install and use JMP® for SAS Visual Data Discovery. Such use of JMP® for SAS Visual Data Discovery is limited by total number of users based on the size of the authorized hardware on which the Software is licensed as follows:

- Group A (1 core) =5 users
- Group B (2 cores)=25 users

- Group 1 (up to 4 cores) =50 users
- Group 2 (5 to 12 cores) =75 users
- Group 3 (13 to 24 cores)=100 users
- Group 4 (25 to 48 cores)=125 users
- Group 5 (49 to 96 cores)=150 users
- Group 6 (97 to 144 cores)=175 users
- Group 7 (145 to 192 cores)=200 users
- Group 8 (193 cores or more)=250 users

Customer may not allow use of JMP® for SAS Visual Data Discovery by more than the allotted number of users identified above. The license of the Software also includes a license of any one (1) SAS®/ACCESS product of Customer's choice otherwise available under this Agreement (which may be requested at any time as long as the maintenance is maintained).

x. SAS® e-Learning offerings are subject to the following additional terms and conditions:

i. The Software is licensed on a Total User basis. "Total Users" is defined as the total number of users (not concurrent) who access the Software. Without the payment of additional license fees that may apply, Customer may not exceed the licensed Total Users.

ii. Customer must notify EIS in writing prior to receiving Software as to whether the Software will be downloaded by the Customer or if the Customer will access the Software on the SAS website. If the Customer accesses the Software on the SAS website, SAS agrees that notwithstanding any "clickwrap" or "clickthrough" license terms that the Customer must approve to download or access the Software, the terms and conditions of this Agreement shall control and the "clickwrap" or "clickthrough" license terms shall be of no force or effect. Customer specifically agrees that it will not disclose, distribute or make available the download/access codes to the Software other than to authorized users.

y. SAS® Enterprise Miner Desktop is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.

z. SAS® Text Miner is subject to the following additional terms and conditions: If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or

(ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

aa. SAS® Text Miner Desktop for Windows Workstations is subject to the following additional terms and conditions: SAS® Text Miner Desktop for Windows Workstations is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Without the payment of additional license fees that may apply, Customer may not exceed the licensed number of users or installs.

bb. SAS® Data Governance is subject to the following additional terms and conditions:

i. The Software is licensed on a "Bundle Capacity" basis. "Bundle Capacity" means that the Software is licensed on a per server basis as identified in Subsection 6.b. above, provided that the Software is also licensed as a bundle of technology and not an "integrated solution" such that the server-based Software components in the bundle may be used alone or with the other components bundled with the Software.

ii. If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

ii. SAS® Data Management Advanced is subject to the following additional terms and conditions:

i. The Software is licensed on a "Bundle Capacity" basis.

ii. If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

iii. The license of the Software also includes a license of:

1. two (2) SAS/Access Software products chosen by the Customer (which may be requested at any time as long as the maintenance is maintained); and

2. three (3) SAS Metadata Bridge products chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

cc. SAS® Data Management Standard is subject to the following additional terms and conditions:

i. The Software is licensed on a "Bundle Capacity" basis.

ii. If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

iii. The license of the Software also includes a license of:

1. two (2) SAS/Access Software products chosen by the Customer (which may be requested at any time as long as the maintenance is maintained); and

2. three (3) SAS Metadata Bridge products chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

dd. SAS® Data Quality Advanced is subject to the following additional terms and conditions: The Software is licensed on a "Bundle Capacity" basis. If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

ee. SAS® Data Quality Desktop is subject to the following additional terms and conditions: The Software is licensed on a "Bundle Capacity" basis. If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

ff. SAS® Data Quality Standard is subject to the following additional terms and conditions: The Software is licensed on a "Bundle Capacity" basis. If a client component is included with the Software, the client component of is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

gg. SAS® Forecasting for Desktop is subject to the following additional terms and conditions:

i. SAS® Forecasting for Desktop software is licensed on a "PC Use" basis. All individuals who have access to the Software during a license period must be counted in the number of total users. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.

ii. In addition, SAS® Forecasting for Desktop is limited to installation on a personal computer(s) containing no more than eight (8) processor cores. Customer may not use the Software on hardware that contains a number of processor cores that exceeds the number of processor cores licensed. If the Software is installed in a partition of the authorized hardware, Customer must use software or other technological means, as specified by the authorized hardware manufacturer, to limit, at all times, the partition to no more than the licensed number of processor cores.

hh. SAS® Grid Manager is subject to the following additional terms and conditions:

i. The Software is licensed pursuant to the terms of Subsection 6.b.vi above. The Grid Manager Software, including all of its components, may be used solely for grid management and job scheduling purposes in conjunction with SAS software applications residing on authorized hardware included in the licensed Grid. Base SAS and SAS/CONNECT must be licensed for each node in the Grid even if Customer is deploying a solution within the Grid and the solution package contains Base SAS and SAS/CONNECT.

ii. SAS® Office Analytics is subject to the following additional terms and conditions: The Software is licensed based on a "Bundle Capacity" basis.

jj. SAS® Analytics Pro is subject to the following additional terms and conditions:

i. If licensed for use on servers, the Software is licensed on a "Bundle Capacity" basis.

kk. SAS®/Access to SQL Server Software is subject to the following additional terms and conditions: This product is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R.

§12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with

48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this product only with those rights set forth in the license agreement accompanying this product.

ll. The following terms apply to any license for Software that is identified as for test purposes only ("Test Software") in any applicable order for the license of Software arising hereunder. In order to license Test Software, Customer must have already licensed (or is simultaneously licensing) for production use, licenses for the same SAS software product(s) that make up the Test Software ("Production Software"):

i. Customer's license to use the Test Software is solely to verify the quality and accuracy of data output on the hardware and operating system ("Test Environment") with respect to which the applicable Test Software is licensed, subject to the following.

1. Customer shall not change the operating systems under which the Production Software ("Production Environment") and Test Software are currently licensed unless Customer notifies EIS in writing that Customer desires to change such operating system(s) and EIS approves such change; and

2. The hardware on which the Test Software that is licensed by hardware capacity (as applicable) is installed in accordance with Customer's license of such Test Software and must have the same or lower machine classification rating by SAS ("MCR") as the MCR of the hardware on which the corresponding Production Software is installed in the Production Environment in accordance with Customer's license of such Production Software; and

3. The number of each type of licensed user of the Test Software that is licensed by quantity of such users (as applicable) and for which annual maintenance is subsequently purchased by Customer must be the same as the number of licensed users of the corresponding Production Software and for which annual maintenance is subsequently purchased by Customer.

ii. The Test Software may at no time be used by or for Customer (i) in a production environment or as a fail-over system, (ii) to create applications or code or (iii) for any software development.

iii. Customer must maintain a separate license for the Production Software under the same operating system as the Test Environment. Customer's license to use the Test Software shall automatically terminate upon expiration or termination of Customer's license of the corresponding Production Software or upon failure of Customer to purchase maintenance renewal for such Production Software or the corresponding applicable Test Software for the next maintenance renewal period following the expiration of any then current maintenance period with respect to such Production Software or applicable Test Software.

mm. The following terms apply to any license for Software that is identified as for development purposes only ("Development Software") in any applicable order for the license of Software arising hereunder, which order for such Development Software is also discounted from the full price set forth in the Price List. In order to license Development Software, Customer must have already licensed (or is simultaneously licensing) for production use, licenses for the same SAS software product(s) that make up the Development Software ("Production Software"),

i. Customer's license to use the Development Software is solely for development purposes to create applications and code on the Customer hardware running the operating system with respect to which the Development Software is licensed ("Development Environment"), subject to the following.

1. Customer shall not change the operating systems applicable to the Production Environment or the Development Environment unless Customer notifies EIS in writing that Customer desires to change such environments and EIS approves such change ("Production Environment" means the Customer hardware running the operating system with respect to which the Production Software is licensed); and
2. The hardware on which the Development Software that is licensed by hardware capacity (as applicable) is installed in accordance with Customer's license of such Development Software and must have the same or lower machine classification rating by SAS ("MCR") as the MCR of the hardware on which the corresponding Production Software is installed in the Production Environment in accordance with Customer's license of such Production Software; and

3. The number of each type of licensed user of the Development Software that is licensed by quantity of such users (as applicable) and for which annual maintenance is subsequently purchased by Customer shall be the same as (or fewer than) the number of licensed users of the corresponding Production Software and for which annual maintenance is subsequently purchased by Customer.

ii. The Development Software shall at no time be used by or for Customer (i) in a production environment or as a fail-over system or (ii) in a test environment.

iii. Customer must maintain a separate license for the Production Software under the same operating system as the Development Environment. Customer's license to use the Development Software shall automatically terminate upon expiration or termination of Customer's license of the corresponding Production Software or upon failure of Customer to purchase maintenance renewal pursuant to the GSA Contract for such Production Software and the corresponding applicable Development Software for the next maintenance renewal period following the expiration of any then current maintenance period with respect to such Production Software or applicable Development Software.

nn. SAS® Cost and Profitability Management Standard and SAS® Cost and Profitability Management Advanced Software is subject to the following additional terms and conditions:

i. If the Software is licensed for use by Power Users, the Software license fee is based on the number of users (not concurrent) who may access the Software during the applicable license period to use the full functionality of the Software. Customer may not exceed such licensed number of Power Users.

ii. If the Software is licensed for use by Business Users, the Software license fee is based on the number of users (not concurrent) who may access the Software during the applicable license period, solely to utilize applications created by Power Users to enter, validate and manage data. Customer may not exceed such licensed number of Business Users.

iii. The Software, including all of its subcomponents, may be used solely for the benefit of Customer for activity-based costing and profitability modeling and analysis.

oo. SAS® Contextual Analysis is subject to the following additional terms and conditions:

i. The Software is licensed as a technology bundle such that Customer may use the Software subcomponents alone or with the other subcomponents bundled with the Software. The Software license entitles Customer to implement a single configured installation of the Software. If the Software is designed for operation across multiple hardware tiers as described in its documentation, the term "single configured installation" includes installation of subcomponents of the Software on multiple hardware tiers which operate together as a single configuration. All computer hardware within the multiple hardware tier environment is considered authorized hardware for the purposes of the Agreement. Authorized hardware for the server-tier Software subcomponents is listed on the purchase order or by reference to the part number. Otherwise, "single configured installation" includes installation of the

Software on a single item of authorized hardware or on the number of items of authorized hardware authorized in the purchase order.

pp. SAS® Marketing Optimization and SAS® Marketing Automation is subject to the following additional terms and conditions:

i. The Software license fee is based on the total number of Client Equivalent Records contained within the Data Mart used with the Software. A "Client Equivalent Record" is a unique record in the Data Mart that relates to a Client or Prospect of Customer where a "Client" is a person or entity identified in the Data Mart that has received a product or service from Customer within the last twelve (12) months or has an active account status and a "Prospect" is a person or entity identified in the Data Mart that is not a Client. For the purposes of counting Client Equivalent Records, each Client record shall be counted as one (1) Client Equivalent Record and each five (5) Prospect records shall be counted as one (1) Client Equivalent Record. A "Data Mart" is a single data environment that may be spread over a number of physical hardware and software platforms that has a consistent data design and data tables, table joins and columns, naming conventions and structure. Customer shall not exceed the licensed number of Client Equivalent Records.

ii. SAS® Marketing Optimization Software, including all of its subcomponents, may be used solely for the benefit of Customer in connection with optimizing Customer's marketing campaigns.

iii. SAS® Marketing Automation Software, including all of its subcomponents, may be used solely for the benefit of Customer in connection with automating Customer's marketing campaigns.

qq. SAS® Text Analytics Languages for SAS Text Miner is subject to the following additional terms and conditions:

i. Customer may choose languages from then generally, commercially-available language options.

ii. Customer's use of the Software is dependent upon Customer's licensing, hereunder, certain other SAS software ("Prerequisite Software"). Customer may install the Software on, and/or access the Software from, any authorized hardware included as part of a single configured installation of the Prerequisite Software.

rr. SAS® Event Stream Manager is subject to the following additional terms and conditions:

i. The Software license fee is based on the total number of Managed Installs administered by the Software during each annual period of the license where a "Managed Install" is a single installation of a SAS software offering licensed by Customer hereunder that Customer monitors and manages using the Software. Customer may not exceed such licensed number of Managed Installs.

ss. SAS® Data Quality Standard for SAS Marketing Automation is subject to the following additional terms and conditions:

i. The Software license fee is based on the total number of Client Equivalent Records contained within the Data Mart used with the Software. A "Client Equivalent Record" is a unique record in the Data Mart that relates to a Client or Prospect of Customer where a “Client” is a person or entity identified in the Data Mart that has received a product or service from Customer within the last twelve (12) months or has an active account status and a “Prospect” is a person or entity identified in the Data Mart that is not a Client. For the purposes of counting Client Equivalent Records, each Client record shall be counted as one (1) Client Equivalent Record and each five (5) Prospect records shall be counted as one (1) Client Equivalent Record. A "Data Mart" is a single data environment that may be spread over a number of physical hardware and software platforms that has a consistent data design and data tables, table joins and columns, naming conventions and structure. Customer shall not exceed the licensed number of Client Equivalent Records.

ii. Except as herein modified, all terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

tt. SAS® Intelligence and Investigation Management is subject to the following additional terms and conditions: SAS® Intelligence and Investigation Management, including all of its subcomponents, may be used by Users solely for the benefit of Customer to manage investigations. When Customer licenses SAS® Intelligence and Investigation Management it must license on both a Total Distributed Processor Core metric and Total User metric.

uu. SAS® Visual Investigator subject to the following additional terms and conditions: When Customer licenses SAS® Visual Investigator it must license on both a Total Distributed Processor Core metric and Total User metric.

x. SAS® Event Stream Processing (SAS Viya Enabled) is subject to the following additional terms and conditions:

i. Events. The Software license fee is based on the total number of Events which are published to the Software and can be acted upon by the Software during an annual license period. An “Event” is defined as (i) a single record of data consisting of metadata and field data that is generated by an external system or asset (such as, but not limited to, a machine or sensor) and (ii) a single record of data derived from the transformation of one or more Events by the Software through aggregation, projection, pattern matching or other methods which will be counted in addition to the Event or Events from which the transformed Event is derived.

ii. Users may use the Software solely for the benefit of Customer to process and act upon Events as defined above. Customer may install the Software on any number of items of Authorized Hardware located in the United States. Events ingested by development and/or test environments do not count toward the licensed quantity of Events. Customer

will ensure that any Software metering functionality, as defined in the Software documentation, is enabled when the Software is installed and will not subsequently disable or otherwise circumvent such metering functionality.

EXHIBIT B FOLLOWS THIS PAGE

Babel Street Product End User Subscription Terms

This Agreement is entered into and made by and between Executive Information Systems, LLC (EIS), as Reseller of the Babel Street products, (**"Licensor"**) and the U.S. Government Customer (**"Licensee" or "Ordering Activity"**) who have negotiated the terms and conditions herein, which is made effective upon the parties' mutual acceptance of the negotiated terms and Licensee's use of the software. This agreement covers the grant of Licensee's use and access of Commercial Software as specified herein and/or listed on an approved task or purchase order (**Products/Services**). Licensee acknowledges that Babel Street, Inc. ("Babel Street"), as the supplier and owner of the Babel Street Application (as defined below), is an intended third-party beneficiary of this Agreement for all purposes and shall have the right to enforce all applicable provisions herein.

By agreeing to the End User Subscription Terms (the "Terms") pursuant to the applicable Order Form (as defined below), Customer (as defined below) acknowledges and agrees that these terms govern any and all use of the Application and the relationship with Licensor and Babel Street. These Terms shall be effective as of the date set forth on the applicable Order Form (the "Effective Date").

1. **DEFINITIONS.** In addition to other terms defined elsewhere in these Terms, the terms below are defined as follows:

1.1. **"Agreement"** shall mean, collectively, these Terms, any Order Form (including add-on Order Forms), and any applicable addenda (**"Addenda"**) with respect to Babel Street products or services.

1.2. "**Application**" means the Babel Street application(s) listed on an Order Form, as such application(s) may be updated from time to time by Babel Street in its sole discretion. For avoidance of doubt, Data Feeds are provided through, but are not part of, the Application itself.

1.3. "**Authorized User**" means an employee of Customer or independent contractor to Customer that (a) is authorized by Customer and permitted by Babel Street to access or use the Application, and (b) has completed the then-current Babel Street training on the use of the Application. An Authorized User does not acquire individual rights in the Application other than the right to access and use such Application on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions herein.

1.4. "**Confidential Information**" shall have the meaning set forth in Section 9.1 below.

1.5. **"Customer"** means the U.S. Federal Government as represented by a government "Ordering Activity" named in a Purchase/Task Order document. .

1.6. **"Customer Data**" shall have the meaning set forth in Section 6.3.

1.7. "**Data Feed**" means (a) such social media communications, web sites, news outlets, and other publicly and/or commercially available data feeds as Babel Street may provide through the Application, as may be modified from time to time in Babel Street's sole discretion, and/or (b) additional premium data feeds that are offered via a third party and provided by Babel Street through the Application for an additional Fee and as described on one or more Order Form(s).

1.8. "**Fees**" means any and all fees payable (a) directly by Customer to Babel Street, or (b) indirectly on behalf of Customer to Babel Street through a procurement agent, in connection with each Order Form.

1.9. "**Online Account**" means the authorized access into the Application as established in accordance with Section 2.2 hereof for use by any particular Authorized User, and includes any applicable controls, permissions and data unique to such user.

1.10. "**Online Account Access Information**" means the private access information (for example, username and password) used by each Authorized User of the Application to access his/her individual Online Account.

1.11. "**Order Form**" means (a) one or more order form(s) signed by Customer, (b) one or more order form(s) signed on behalf of a Customer by a procurement agent, or (c) a directive to secure one or more Subscriptions under a pre-existing agreement between a Customer and a procurement agent in connection with which Babel Street has agreed to provide such Subscriptions, each of which shall describe Customer's Subscription (including the term and price thereof), Customer's subscription to any premium Data Feed(s), if applicable, and shall be subject to the Terms and any applicable Addendum.

1.12. "**Privacy Policy**" means Babel Street's then-current Privacy Policy (www.babelstreet.com/legal/privacypolicy.pdf), as the same may be updated from time to time.

1.13. **"Reseller"** means EIS, the company designated and authorized by Babel Street to have the right to offer subscriptions to the Babel Street Application for profit to public, private and governmental customers or end users.

1.14. **"Supplier"** means Babel Street, Inc.

1.15. **"Subscription"** means the rights granted by EIS as Reseller of the Babel Street Application to Customer to access and use the Application(s), pursuant to the Agreement.

2. **RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP**

2.1. **Right to Use**.

2.1.1. **Grant of Right.** Subject to the Agreement, EIS, as a Reseller of Babel Street, grants to Customer a limited, nontransferable, nonexclusive, revocable (as set forth herein) right to access and use, and to permit Authorized Users to access and use, the Application solely for Customer's internal use, without any further right to use, sublicense, distribute, transfer, or transmit the Application and/or the Data Feeds, or any portion thereof. Babel Street reserves all rights in and to the Application(s) not expressly granted in the Agreement. Without limiting the generality of the foregoing, the right to access and use the Application(s) granted herein does not cover any underlying components of the Application(s), Babel Street's underlying application engines, or any other component of the Application or the operating environment within which the Application operates that is not intended by Babel Street for access by any Authorized User including, but not limited to, individual Data Feeds.

2.1.2. **Condition of Rights.** The rights granted herein, and Customer's use of the Application, are conditioned upon Customer's compliance with the terms and conditions of the Agreement, including, but not limited to, the timely payment of all applicable Fees.

2.2. **Protection of Online Account Access Information.** Licensor will supply Customer with the means to create private Online Account Access Information for its Authorized Users, subject to the limitations set forth in the applicable Order Form. Online Accounts are designed for private use and should only be accessed through the Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of the Application made through Customer's Online Accounts by any

person and for insuring that all use of Customer's Online Accounts is for authorized purposes only and complies fully with the provisions of the Agreement. Customer agrees to promptly notify Licensor of any unauthorized use of any Online Account Access Information or any other breach of security, assist in preventing any recurrence thereof, cooperate fully in any proceedings undertaken to protect the rights of the Supplier of the Application.

2.3. **Internet Connectivity; Disclaimer.** Babel Street through Licensor will make the Application available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Application. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Application (including, but not limited to, any Data Feeds therein) or performance hereunder. Customer agrees that Babel Street is not in any way responsible for any unforeseen interference with Customer's use of or access to, and/or the performance of, the Application arising from or attributable to the Internet.

2.4. **Restrictions.** Without a separate written agreement with Babel Street through Licensor, Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print the Application or any part of the Application, including but not limited to any component (including Data Feeds) which comprises the Application; (b) view, read, modify, port, adapt or create derivative works of the Application or any component thereof; (c) reverse compile, reverse assemble, disassemble or print the Application's source code or object code or other runtime objects or files related to the Application or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application; (d) permit use of, or grant access to, the Application to any third party other than an Authorized User (including outsourcers performing work for Customer); (e) rent, lease, distribute (or redistribute), provide or otherwise make available the Application, in any form, to or for the benefit of any third party (including in any service bureau or similar environment); (f) use or access the Application on behalf of any other third party (whether on an outsourcing, service bureau, or other basis), including, but not limited to, to process, search, and/or evaluate Data Feeds and/or Customer Data on behalf of any third party; (g) share any Online Account or Online Account Access Information with third parties; (h) create any "links" to or "frame" or "mirror" the Application or any portion thereof; (i) defeat, disable or circumvent any protection mechanism related to the Application, (j) use the Application, or allow the transfer, transmission, export, or re-export of the Application or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency or the data privacy provisions of any applicable jurisdiction; (k) remove or modify any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Application (including any screen displays, etc.) or any other products, Data Feeds or materials provided by Babel Street hereunder; or (l) publish, reproduce, distribute (or redistribute), sell, or otherwise disseminate any data, information, or document retrieved through the Application (even if in the public domain) to any individual or entity outside of Customer. Under no circumstances can any content retrieved from or through the Application be resold or repackaged by Customer. In addition, Customer shall not violate or attempt to violate the security of Babel Street's (or any of its third party service provider's) networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

2.5. **Suspension of Access.** In addition to any other rights of Licensor hereunder, certain circumstances may require Licensor to suspend an Authorized User's access to the Application, with notice, if Licensor determines in its reasonable discretion that the network is being compromised, or to modify, the Application and/or any component thereof (including any Data Feed), and/or any Online Account or any Online Account Access Information without notice in order to: (a) prevent damage to, or degradation of the integrity of the Babel Street network; (b) comply with any law, regulation, court order, or other governmental request or order; (c) comply with the terms of any provider of any Data Feed or other third-party component of the Application and/or Services; or (d) otherwise protect Supplier or Licensor from potential legal liability or harm to its business. Babel Street will use commercially reasonable efforts to notify Customer of such suspension or termination as soon as reasonably practicable. In the event of a suspension, Babel Street will promptly restore Customer's access to the Application or portion thereof as soon as the event giving rise to the suspension has been resolved, as determined in Babel Street's discretion. Nothing contained in these Terms will be construed to limit Babel Street's actions or remedies or act as a waiver of Babel Street's rights in any way with respect to any of the foregoing activities. Babel Street will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application (in whole or in part) as set forth in the Agreement.

2.6. **Reservation of Rights.** Except for the limited right granted in Section 2.1, as between Customer and Babel Street, Babel Street, and its third-party suppliers, retain all intellectual property and other proprietary rights, title, and interest, express or implied, in and to the Services, the Application, and any and all information and data made available to Customer through the Application, including, but not limited to, all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Application that are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of the Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "Babel Street, Inc.," "Babel Street," "Babel X," "Babel Streams," "Decipher Your World" or any other trade or service marks of Babel Street or any of its affiliates unless expressly agreed to in writing by an authorized representative of Babel Street. Babel Street and, if applicable, its third party suppliers will own all rights in any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer.

3. **FEES AND PAYMENT.** The amount of Fees payable are to be paid in accordance with the awarded contract terms and conditions and the payment terms related thereto, shall be as forth in the Order Form.

4. **TERM & TERMINATION**

4.1. **Expiration of Rights.** Customer's right to access and use the Application shall be for the period set forth in the applicable Order Form (the **"Term"**). At all times during the Term, and at any time Customer is accessing and/or using the Application, the Agreement shall continue to govern unless: (i) the Agreement is superseded by a revised written agreement prior to any renewal term, or (ii) the Agreement is terminated under subsection 4.3.

4.2. **Expiration.** Unless renewed pursuant to an Order Form, and subject to the terms of Section 4.4 below, the Agreement (including the applicable Order Form) shall automatically expire and terminate at the end of the Term set forth in such Order Form; provided, that if Customer has a Subscription for more than one Application pursuant to a separate Order Form, then the Agreement shall continue with respect to the other Application(s) and will automatically expire and terminate upon the expiration of Customer's rights to the last Application governed under the Agreement in accordance with the terms of such Order Form.

4.3. **Termination for Cause.**

4.3.1. **By Either Party.** The Agreement, including all rights provided hereunder, may be terminated in whole or in part by either party for cause, if the other party fails to cure a curable breach of the Agreement within thirty (30)

days of being provided with notice of such breach.

4.3.2. **Continued Performance.** The Supplier or Licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this Agreement. If the Supplier or Licensor believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

4.3.3. Termination of the Agreement by Licensor as reseller of the Babel Street Application pursuant to this subsection 4.3 will not affect: (a) Customer's obligation to pay any Fees due, to Licensor through which the Subscription was purchased.

4.4. **Effect of Expiration or Termination.** Upon any expiration or termination of the Agreement, all rights granted to Customer thereunder will immediately terminate and Licensor will have the right to immediately and indefinitely suspend Customer's access to and use of the Application without further notice to Customer. The following sections will survive the expiration or termination: subsections 2.4, 2.6, 4.3, 4.4, 6.3.3, 7.3, 7.4, 7.5, and 7.6 and Sections 1, 3, 5, 6, 8, 9 and 10.

5. **SUPPORT AND TRAINING.** Licensor will make available Babel Street's product support (described in Section 5.1) and training (described in Section 5.2) for the Application (collectively referred to herein as "**Support**"). The Babel Street Customer Experience (**"CX"**) Team provides Support and training through Babel University, Babel Street's learning management system. Babel Street reserves the right to modify its Support policies and procedures from time to time.

5.1. **Support.** Support includes (a) answering questions and providing a reasonable level of guidance to Customer about the Application, and (b) troubleshooting and workaround assistance. Customer must provide details sufficient for CX to reproduce any reported issue, including a detailed description of the issue, screenshots, and any other information reasonably requested. CX does not provide support for software, hardware, or any other technology developed by third parties. Babel Street provides support Monday through Friday from 08:00 am – 6:00 pm Eastern Time (U.S.) unless premium support has been purchased.

5.2. **Training.** Licensor, through Supplier, provides a number of training and onboarding options for Authorized Users. Included with each Subscription is access to the Babel University. Babel University offers self-paced training via a series of learning paths designed for each user level. Babel Basics, the core learning path, is required for all Authorized Users and upon successful completion, Online Account Access Information for the Application is issued for each such Authorized User. Alternative initial training and/or supplemental training may be purchased under a separate Order Form at daily fixed rates. Alternative or supplemental training may be provided at Babel Street's training facility in Virginia or at Customer's chosen location. Travel costs are additional and based on Customer's location. Virtual or In-person alternative training must be scheduled with Babel Street at least fifteen (15) days in advance or thirty (30) days in advance for any Customer outside of the continental United States.

6. **CUSTOMER REPRESENTATIONS AND WARRANTIES**

6.1. **Customer Responsibilities.** Customer understands, agrees and acknowledges that:

6.1.1. Customer will be responsible for, and shall review and independently verify, the accuracy of any and all content accessed and results received through the Application, including, but not limited to, the Data Feeds and the Customer Data, and any translations thereof;

6.1.2. Neither Babel Street nor Licensor will provide any legal or other professional or expert advice of any kind;

6.1.3. Customer is responsible, for itself and the Authorized Users, for: (a) selection of adequate and appropriate products to satisfy Customer's needs and achieve Customer's intended results; (b) all results obtained from the Application; (c) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Application, and for all costs associated therewith; and (d) selection, use of, and results obtained from any other programs, computer equipment or services used with the Application, and (e) any and all decisions made by Customer based on and/or in connection with its use of the Application.

6.2. **Customer's Representations.** Customer represents, warrants and covenants that:

6.2.1. Intentionally Omitted;

6.2.2. Customer will not use the Application to create or enhance a product, service or database that competes with Babel Street or the Application;

6.2.3. Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, and Customer's use of the Application and any information provided and/or accessed in connection with the Agreement and/or the Application, including, but not limited to, the Data Feeds, shall in all cases comply with all applicable federal, state and local and foreign laws and regulations;

6.2.4. Intentionally Omitted.

6.2.5. Customer is not prohibited by any law, regulation, or third-party agreement from ordering the Applications;

6.2.6. Customer will not otherwise violate the rights of any third party, and will at all times comply with any and all terms of use applicable to any and all Data Feeds available through the Application, while accessing and/or using the Application;

6.2.7. Customer will not use the Application to transmit, route, provide connections to or store any material that violates or promotes the violation of any of the restrictions of subsection 6.3 below; and

6.2.8. Customer will not use the Babel Street Application or any information obtained in connection with use of the Application (including any Data Feed), in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b) (as defined below).

6.3. **Customer Data.**

6.3.1. Customer has sole responsibility for all data, information, account credentials to third-party applications, records or files that are uploaded or imported into the Application by or on behalf of Customer (the "**Customer Data")**. Customer agrees not to upload, transmit, or use any Customer Data: (a) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality obligations, copyright laws, or fiduciary obligations that Customer might have with respect to the Customer Data); (b) for which Customer does not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data; (c) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, other intellectual property right, moral right or right of publicity or Babel Street's Privacy Policy); (d) that is false or misleading; (e) that is defamatory, obscene, or offensive; (f) that is classified information or controlled unclassified information; (g) from any third-party

application or service for which Customer does not have valid account credentials; or (h) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

6.3.2. Babel Street does not claim any ownership rights in any Customer Data. Customer acknowledges that it has ownership in and/or the right to use Customer Data (as defined in Section 6.3.1 above), including all of the intellectual property rights associated with such Customer Data. In the event that Customer elects, in its sole discretion, to import or otherwise upload any of its own data (Customer Data) into the Application, Customer hereby grants Babel Street and its subcontractors a permission (in the form of a non-exclusive, worldwide, transferable (only as set forth herein) right, on a royalty-free basis), to store, use, copy, distribute and process Customer Data on Customer's behalf solely to the extent required to perform Babel Street's obligations in connection with the Agreement. Licensor shall notify Licensee of any Customer Data that it believes to be in violation of the Agreement and its intent to remove such information.

6.3.3. Licensor will take reasonable safeguards to prevent the loss of or alteration of Customer Data properly submitted through Customer's use of the Application in accordance with the Supplier's internal information security policy, as may be updated from time to time. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS BY THEIR NATURE ARE CAPABLE OF CIRCUMVENTION AND THAT BABEL STREET DOES NOT AND CANNOT GUARANTEE THAT THE APPLICATION AND/OR ANY INFORMATION AND DATA CONTAINED THEREIN (INCLUDING, BUT NOT LIMITED TO, CUSTOMER DATA) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. Licensor shall not be responsible or liable for any such unauthorized access, nor shall any such unauthorized access constitute a breach by Babel Street of its confidentiality obligations hereunder, provided such unauthorized access or breach was not a result of gross negligence. It is Customer's responsibility to backup onto Customer's own local system all Customer Data that Customer submits to the Babel Street network.

7. **WARRANTIES**

7.1. **General Warranties.** Licensor represents and warrants that: (a) it has title to the Application and/or the right to grant Customer the rights to use the Application as set forth herein; and (b) has not nor has its Supplier knowingly inserted into the Application any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and Licensor's liability, for (i) a breach of item (a) by Licensor as Reseller shall be the exercise of Customer's indemnity rights under subsection 7.2 below, and (ii) a breach of item (b) shall be to issue Customer a pro–rata refund of the portion of the pre-paid subscription Fee applicable to the portion of the applicable Term existing at the time.

7.2. **Indemnification.**

7.2.1. Subject to the other terms and conditions set forth herein, Licensor agrees to indemnify Customer, its employees, officers, and directors, at Babel Street's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into by Customer in compliance with the Agreement) from and against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of the Application itself (but specifically excluding any claim, demand, action or proceeding in any way related to or in connection with any Data Feed and/or Customer Data) as permitted herein infringes or violates any third party's issued United States patent, trademark or trade secret; provided that the Supplier is reasonably notified of such claims and proceedings and has the right to intervene in the proceedings at its own expense and counsel of its choice in such claims and subject to the following sentence: Any clause of this agreement requiring the commercial Supplier or Licensor to defend and have sole right to exercise control in any such actions on behalf of the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

7.2.2. The Licensor or Supplier indemnity obligations under subsection 7.2.1 hereof will not apply if and to the extent that they arise from or relate to: (a) the access or unlawful use of the Application in any manner other than as permitted hereunder; (b) the use of the Application in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology supplied by any person other than Babel Street; or (c) any data, information, or other intellectual property supplied by Customer, an Authorized User, or any other third party other than Authorized Users (and other than Babel Street), including, but not limited to, Customer Data and/or Data Feeds.

7.2.3. If any Application becomes, or in Babel Street's opinion, is likely to become, the subject of a third party claim covered by Babel Street's indemnification obligations under subsection 7.2.1, then Babel Street may, in its sole discretion and at its sole cost and expense: (a) procure for Customer the right to continue using such Application; (b) modify the infringing portion of the Application so as to render it non-infringing but still appropriate for its intended use under the Agreement; or (c) replace the infringing portion of the Application with non-infringing items with substantially similar functionality. If Babel Street reasonably determines that none of the foregoing is commercially practicable, then either Babel Street or Customer has the option to terminate the Agreement and receive a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term. This Section 7.2.3 states Babel Street's entire liability and the sole and exclusive remedy of Customer for any claim of infringement or other violation of any intellectual property rights.

7.3. **Limited Warranty**. EXCEPT AS STATED IN SUBSECTION 7.1, THE APPLICATION (INCLUDING ANY AND ALL DATA FEEDS), SUPPORT, AND ANY THIRD-PARTY SOFTWARE, DATA, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT THEREOF (INCLUDING, BUT NOT LIMITED TO, DATA FEEDS) WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE APPLICATION, ANY DATA FEED, OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL APPLICATION DEFECTS WILL BE CORRECTED. NO EMPLOYEE OR AGENT OF BABEL STREET OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT WITHOUT THE PARTIES WRITTEN AGREEMENT. CUSTOMER FURTHER AGREES THAT BABEL STREET WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, OR DAMAGE ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, TRANSLATING, OR DELIVERING ANY DATA, DATA FEED, AND/OR OTHER INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. **The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from EIS's as Reseller, negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.**

7.4. **Limitation of Liability and Damages.** NEITHER PARTY (AND IN THE CASE OF LICENSOR OR BABEL STREET, THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY (INCLUDING,

WITHOUT LIMITATION, ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. THE CUMULATIVE, AGGREGATE LIABILITY OF LICENSOR OR SUPPLIER AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM IN CONNECTION WITH WHICH SUCH CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY HEREUNDER. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THE AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. **The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from EIS's as Reseller, negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.**

7.5. **Third-Party Products.** The Application may contain code, content, features, functionality, and components that are provided by third parties, including, but not limited to, the Data Feeds and Customer Data. Furthermore, the Application may require data and information from third parties in order to work properly, and such third-party data and information may not always be accessible. Customer acknowledges that access to and/or use of such third-party data (including, but not limited to, the Data Feeds) may be subject to additional license terms, terms of use, and/or click-through terms. These additional terms may include, but are not limited to, the Twitter Terms of Service located at http://twitter.com/tos, and such terms may be acknowledged and/or negotiated solely between Customer and any third party if applicable. The Government acknowledges these terms but cannot agree to the terms without review and negotiation of the terms referenced above. Customer further acknowledges that (i) use of the Data Feeds within the Application is not directly attributable to Customer, (ii) export of any data provided through the Data Feeds is not permitted, and (iii) any use of any such data outside the Application is at Customer's own risk. ANY BABEL STREET-PROVIDED THIRD-PARTY PRODUCTS SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY BABEL STREET. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY THE SUPPLIERS AND/OR LICENSORS OF SUCH THIRD-PARTY PRODUCTS AND CUSTOMER HEREBY RELEASES BABEL STREET FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.

7.6. **Data Feeds**. Because Licensor and Supplier have no control over, and cannot independently verify, the accuracy of the information maintained by third-party information sources of the Data Feeds and other data that may be accessible through the Application, Licensor nor Supplier make any guaranties, representations or warranties as to the availability, accuracy or completeness of contents or results of the Application and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any Data Feeds or other information retrieved from or through the Application. Babel Street cannot and does not accept any liability for errors or omissions in the information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Data Feeds and/or other information, content, or records that may contain personally identifiable information. In addition, some Data Feeds may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Application and/or a separate Addendum.

8. **DISPUTE RESOLUTION.** Any dispute that arises under this Agreement shall be handled in accordance with the Contract Disputes Act (41 U.S.C. 7101-7109).

8.1. **Force Majeure.** Neither party hereto shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or in connection with the Agreement if such nonperformance is caused by an occurrence beyond the reasonable control of the Licensor and without its fault or negligence such as, but not limited to, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Licensor shall notify the Customer's Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Customer's Contracting Officer of the cessation of such occurrence.

8.2. **Jurisdiction. This Agreement is governed by Federal Law.** The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Agreement or to the parties in general. The parties further agree that the Uniform Computer Information Transactions Act or any version thereof ("UCITA") shall not apply to the Agreement, any Order Form or any Services provided thereunder (including the Application). To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

8.3. **Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to EIS's billing address of record. or Babel Street, Inc., 1818 Library Street, Suite 500, Reston, VA 20190 Attn: President.

8.4. **Enforceability**. In the event that any of the provisions, or portions thereof, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions and portions thereof of the Agreement shall not be affected thereby.

8.5. **Waiver.** A party's failure or delay to require compliance with the conditions of the Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such condition or right. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

9. **CONFIDENTIALITY**

9.1. **Nonuse and Nondisclosure**.

9.1.1. If applicable, the parties shall protect any and all Confidential Information exchanged in connection with the Agreement in accordance with the Mutual Non-Disclosure Agreement executed by the parties prior to the Effective Date (the "NDA") and in effect during the Term. In the event of any conflict between the terms and conditions of the Agreement and any amendment thereto and the terms and conditions of the NDA, then the terms and conditions of the NDA shall govern. Nothing in the Agreement shall modify or supersede the NDA.

9.1.2. In the event that no NDA is in effect between the parties, then during the term hereof and for four (4) years after termination or expiration of the Agreement, any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is conveyed before or after the Effective Date by the disclosing party to the recipient, whether orally, in writing,

electronically, by demonstration, or by magnetic or other media, including, but not limited to, the terms of Customer's Order Form(s), the Application and all proprietary information in connection therewith (including, but not limited to, any and all user documentation), Customer Data, and any discussions between the parties regarding other potential business relationships (the "**Confidential Information**"), shall be held in strict confidence by the parties, and will not be used, made available or disclosed to any third party without the other party's prior written consent, except as expressly permitted hereunder. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform or otherwise fulfill the obligations under the Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 9 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care). Licensor acknowledges that Federal agencies are subject to the Freedom of Information Act (FOIA) and some information may be released despite being characterized as "confidential" by Licensor, and Licensor agree that that courts of competent jurisdiction may require certain information to be released under FOIA (5 USC 552) that does not fall under certain exceptions, and such information must be released when requested.

9.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than a breach of the terms of the Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (iv) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must notify the disclosing party of any such requirement prior to disclosure, if allowed under applicable law, in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

9.3. Neither this Agreement nor the GSA contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act (FOIA). Notwithstanding anything in this Agreement to the contrary, the Customer may retain any Confidential Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

9.4. **Expiration.** Upon termination or expiration of the Agreement, both parties agree to destroy all copies of Confidential Information of the other party, including, without limitation, all electronically stored copies. However, each party will be entitled to retain copies of the other party's Confidential Information preserved or recorded or saved automatically to standard back-up or archival systems. Moreover, the parties hereto may retain a copy of such Confidential Information for the sole purpose of and to the extent necessary to comply with applicable and legal, regulatory, and/or reasonable internal archival policies and requirements (with such Confidential Information otherwise remaining subject to the terms and conditions of this Section 9). The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 9.

10. **MISCELLANEOUS**

10.1. **Entire Agreement.** The Agreement constitutes the entire and exclusive agreement and understanding between Customer and Licensor with respect to the Babel Street Application, and/or Support to be furnished hereunder, including any representations, express or implied, with respect to the Application and/or Support, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals). Notwithstanding anything to the contrary contained herein or in any terms and conditions posted within the Application, such online terms shall be of no force or effect with respect to Customer's use of the Application, and such usage shall be governed by the Agreement. Further, unless otherwise expressly agreed to in writing by the parties, any and all purchase orders or similar documents submitted by or on behalf of Customer to Licensor will be for Customer's administrative purposes only and the terms and conditions contained in any such purchase order or similar document will have no force and effect and will not amend, supersede, or modify the Agreement in any manner. No supplement to, or modification or amendment of, the Agreement will be binding unless executed in writing by authorized representatives of Babel Street and Customer.

10.2. **Order of Precedence**. Any inconsistencies or conflicts between these Terms, contract, solicitation, and any Order Form and/or Addendum shall comply with the order of precedence at 52.212-4(s).

10.3. **Contact Information.** Customer agrees to always provide Licensor with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.

10.4. **Licensing Audit.** Upon Licensor's written request, Customer shall furnish Babel Street with a signed certificate verifying that Customer is using the Application pursuant to the terms of the Agreement and the Application is being used only by Authorized Users.

10.5. **Export Restrictions.** Customer is advised that the Application and content contained within the Data Feeds may be subject to access and export controls under United States laws and regulations, including the U.S. Export Administration Regulations, and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly access, export, import or transmit the Application and/or the content contained within the Data Feeds from or to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations) or Data Feed terms of use. Additionally, Customer agrees not to directly or indirectly access, export, import, transmit or use the Application or the Data Feeds contrary to the laws or regulations of any other governmental entity that has jurisdiction over such access, export, import, transmission or use.

10.6. **FCRA Use Prohibition.** Babel Street is not a "consumer reporting agency," for purposes of and as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), and the Application (including any information from the Application, including the Data Feeds) does not constitute or generate "consumer report" information, as defined by FCRA. Customer may not use the Babel Street Application or use any information obtained from Babel Street, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b).

10.7. **Modification/Replacement of Application.** Babel Street reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Application, any component thereof, or any Data Feeds or other content or functionality offered through the Application for any reason. If an Application is discontinued during the applicable Term, then Babel Street will, in its discretion, either: (a) provide a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term; or (b) replace the discontinued product for the duration of the then-current Term with a successor product having equal or greater functionality at no additional cost to the ordering activity/Licensee..

10.8. **Assignment.** Licensor may not assign, sublicense or otherwise transfer this Agreement as an attachment to the GSA contract or any of the rights or obligations hereunder without the prior written consent of a duly authorized Customer Contracting Officer, whose consent shall not be unreasonably withheld. The Licensor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Licensor may not assign its rights to receive payment under this contract.

10.9. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** The Application is provided subject to the license granted in Section 2 above, pursuant to FAR 12.212 and/or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4. To the extent any technical data is provided pursuant to these Terms and Conditions, such data is provided subject to the license granted herein pursuant to FAR 12.211, or, if and only if required by U.S. federal law, in accordance with the rights set forth in DFARS 227.7102-2 and DFARS 252.227-7015 (FEB 2014). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is Babel Street, Inc., 1818 Library Street, Suite 500, Reston, Virginia 20190.

10.10. **Data Transmission Notification**. The Application may transmit to Babel Street various information relating to Customer's use of the Application, including general information about Customer's systems (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version). Babel Street may not use any governmental confidential system information for any other reasons whether known and unknown except for solely internal quality assurance and software error checking purposes, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. Breach of this paragraph by Licensor or Supplier may result in the Ordering Activity seeking damages against Licensor or Supplier that are available in Contract and Tort Law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date set forth below.

Babel Street, Inc. (Supplier)

Signature _____

Name _____

Title _____

Date ("Effective Date") _____

Executive Information Systems, LLC (Reseller)

Signature _____

Name _____

Title _____

Date _____

Ordering Activity: _____ **(Customer)**

Signature _____

Name _____

Title _____

Date _____

This Locate X™ Addendum (this "Addendum") supplements, and is made a part of, those certain Babel Street Product End User Subscription Terms (the "Original Terms") to which the entity listed on the signature page hereto has previously acknowledged and agreed (the Original Terms as modified by this Addendum, being referred to as the "Terms") and shall become effective as of the Addendum Effective Date listed below. The following terms and conditions shall govern the provision of the Locate X Data. All capitalized terms used in this Addendum but not defined herein shall have the meaning given to such terms in the Terms.

1. DEFINITIONS. In addition to other terms defined elsewhere in this Addendum, the terms below are defined as follows:

1.1. "**Locate X Data**" means the particular external Data Feed of advertising data provided to Customer by Babel Street as described on the applicable Order Form.

2. Locate X Data. EIS, as Reseller to Babel Street, shall provide the Locate X Data to Customer pursuant to the terms of the applicable Order Form. For avoidance of doubt, Locate X Data constitutes a "Data Feed" as defined in the Terms and, as such, shall be subject to the applicable Terms. In addition, the following additional terms shall also apply to the Locate X Data:

2.1. The existence and terms and conditions of this Addendum, and the Locate X Data in its entirety, shall be considered "Confidential Information" of Babel Street subject to the Terms. In addition, notwithstanding Section 9.1 of the Terms, Locate X Data may not be disclosed by Customer to any third party (including consultants, advisors, and/or independent contractors) without the prior written consent of an authorized representative of Babel Street; and

2.2. Any and all Locate X Data, including, but not limited to, results generated by Customer's use of the Locate X Data, will be used for internal research purposes only. Locate X Data may not be used as the basis for any legal process in any country, including as the basis for a warrant, subpoena, or any other legal or administrative action (nor may the Locate X Data be cited in any court/investigation-related document).

2.3. Subject to, and in addition to, the restrictions set forth in Section 2.4 of the Terms, Locate X Data may be exported from the Application consistent with technical specifications; provided that, all exported Locate X Data shall remain subject to the provisions of this Addendum and the Terms.

2.4. The accuracy of any geolocation content cannot be assured, may not be accurate, and may vary depending on the underlying data set.

2.5. Within the technical specifications of the Locate X Data, Customer's use of the Locate X Data is not limited by the number of search queries.

2.6. The current user interface and visualization of the Locate X Data may change in Babel Street's sole discretion.

2.7. Notwithstanding anything in the Original Terms or this Addendum to the contrary, the Locate X Data is subject to use case restrictions that must be periodically acknowledged by Customer prior to accessing the Locate X Data in the Application.

3. CUSTOMER RESPONSIBILITIES. In addition to the Customer responsibilities and representations set forth in Section 6 of the Terms, Customer further acknowledges and agrees that with respect to the Locate X Data:

3.1. Customer has satisfactorily completed all internal legal and privacy reviews and has received appropriate approvals to receive and use the Locate X Data (including that use of the Locate X Data complies with the laws and regulations applicable to Customer);

3.2. In addition to the restrictions and disclaimers regarding Data Feeds (as described in the Terms), the Locate X Data is provided by third parties and may not be available at any time or when needed, and may be terminated at any time without prior notice; and

3.3. In addition to the requirements of Section 6.2.3 of the Terms, Customer is solely responsible for ensuring that Customer's use of the Locate X Data shall in all cases comply with (a) all applicable federal (or national), state, local and foreign laws, rules, directives, executive orders and regulations, as such may be amended from time to time, including, but not limited to, the Privacy Act of 1974 in the United States and any corresponding laws or regulations in Customer's home country, and (b) whenever applicable, Babel Street's attached privacy policy as the non-material terms and conditions of the same may be updated from time to time.

3.4. In accordance with various national privacy and/or data protection laws, including the European Union's General Data Protection Regulation (GDPR), the availability of some Locate X Data may be limited. Customer confirms that it is not subject to the GDPR.

3.5. Customer's use of the Locate X Data is subject to the Terms, this Addendum and any additional restrictions in the Application, such as the use case restrictions.

4. MISCELLANEOUS.

4.1. This Addendum, along with the Original Terms, the underlying GSA Schedule Contract, Schedule Pricelist and any and all Order Forms, constitutes the entire and exclusive agreement and understanding among EIS, Customer, and Babel Street with respect to the Locate X Data, including any representations, express or implied, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals).

4.2. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Privacy Policy

Last Updated: September 9, 2019

Babel Street® was founded on the importance of understanding data and we value the trust our customers, our partners and our website visitors place in us. The responsible use and protection of personal and confidential information under our care is a core value of Babel Street, Inc. ("**Babel Street**"). Therefore, we want you to be familiar with how we handle information relating to you as an individual, known as personal information.

This Policy describes our practices for the information we collect, use and disclose. We gather information through the ways listed below, which we refer to as our "Services":

- our website https://www.babelstreet.com
- our search and analytics products (our "Products") described at https://www.babelstreet.com/#products, which includes our mobile application
- our LinkedIn page located at https://www.linkedin.com/company/babel-street
- our Twitter accounts, which include **@Babel4business** and **@Babelknowledge**
- our corporate events, such as technology conferences, networking events, tradeshows or trainings

About Our Products

The mission of our company is to help our customers locate relevant and timely publicly and commercially available information without the limits of language or origin. Our customers direct their informational queries using the Babel Street Software as a Service (SaaS) platform and decide what information they need and from which sources.

Types of Information We Collect

Babel Street collects information about you, as a visitor to our website and/or corporate events, user of digital content, customer, supplier, or partner in connection with our Products or Services, or when you otherwise interact with us.

This can include:

- **Information voluntarily provided to us by website visitors, customers, suppliers, partners, event participants and other individuals, such as:**

- contact details, including name, address, company name, email and telephone number
- account information, if applicable
- comments on our LinkedIn postings or Tweets
- financial and transaction data, including purchase history, payment and billing information

- **Information required to operate our Services, such as:**

  - information necessary to secure your account, including your username
  - other information relating to your interactions with our Services, including requests for support, feedback, and payment for the purchase of our Products
  - information from publicly and commercially available data sources, and other information which customers choose to search for using our Products, including identification and background information, interactions through online platforms, interests, professional and personal data, posts and user sentiment

- **Usage, analytics and navigational information:**

  - clickstream information, such as which search engines our visitors use
  - interactions with digital and other content
  - IP address
  - information logged through use of our mobile application after an error occurs, such as operating system type and version, device brand and year

To the extent information that we collect, receive or use is information which relates to an identified or identifiable individual in the European Economic Area ("**EEA**"), we will treat such information as personal information as required by applicable law.

If you disclose to us or search for any information relating to other people in connection with your use of the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Policy.

When you become a Babel Street customer, your use of the Products is subject to Babel Street's subscription terms and conditions. If you do not want to share the necessary information to process a business transaction with us or if you do not accept the applicable terms, you will not be allowed to access our Products.

Ways We Collect Information

We collect personal information in the following ways:

- **Through our Services:** We collect information through our Services, for example, when you use a Babel Street product, register an account with us, visit our website

or offices, attend a technology event, or contact our sales or customer support teams.

- **From other sources:** We receive information from other sources, such as:
  - publicly and commercially available data sources, including news outlets, blogs, message boards, consumer sites, social media pages and platforms, and traditional web or deep web searches and
  - customers and other individuals, such as referrals or other contacts.

How We Use Information

We use personal information for legitimate business purposes including:

- **Providing our Products:**

  - arranging access to our Products
  - creating and administering accounts
  - fulfilling and recording transactions

  We engage in these activities to manage our contractual relationship with you, with your consent, where we have a legal obligation or authorization (such as a public interest) to do so, and/or where we have a legitimate interest.

- **Product improvement:**

  - to better understand you and your Product interactions and uses so that we can improve and enhance our offerings
  - to maintain, develop and market our Products and Services

  We engage in these activities where we have a legitimate interest to do so.

- **Product and customer support:**

  - to resolve customer issues or answer customer questions
  - to inform and communicate with customers about improvements or updates to our Services and terms
  - to provide general customer support

  We engage in these activities to manage our contractual relationship with you or where we have a legitimate interest to do so.

- **Accomplishing our business purposes:**

  - for accounting, bookkeeping and audits, to verify that our internal processes function as intended and are compliant with legal, regulatory or contractual requirements

- for website administration, analytics and security
- to improve the safety and reliability of our Services
- for fraud and security monitoring purposes, and to address technical issues, for example, to detect and prevent cyberattacks
- to prepare or execute a business transaction, such as an investment, reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings) ("**Business Transaction**")
- to protect our rights and to defend against lawsuits
- to meet our legal duties, such as requests from public and government authorities

We engage in these activities where we have a legal obligation or authorization and/or legitimate interest to do so.

- **To deliver marketing content and enable social sharing**:

  - to deliver marketing emails and content with information about our Products and our company
  - to facilitate a social sharing functionality that you may choose to use

  If you are not a current customer, but you have reached out to us in the past, or we have received your personal information through a technology event or other avenue, we may use your information to inform you about our services or future events we will be hosting or attending. If you are located in the EU, we will obtain your consent before sending these types of communications.

  If you do not wish to receive such material, or have specific contact preferences, please contact us at info@babelstreet.com. Please note that if you are a current customer and opt-out of receiving marketing-related emails and other messages from us, we may still send you important administrative messages, from which you cannot opt-out.

  We engage in these activities with your consent or where we have a legitimate interest to do.

- **Participation in our events:**

  We use your information when you choose to attend our corporate events, such as technology conferences, networking events, tradeshows or trainings.

  We engage in these activities to manage our contractual relationship with you or where we have a legitimate interest.

- **Aggregating and/or anonymizing:**

  We may aggregate and/or anonymize information so that it will no longer relate to an identified or identifiable individual. We do so to generate other data for our use, which we may use and disclose for any business purpose.

  We engage in these activities where we have a legitimate interest.

When We Disclose Information

We disclose information in the following situations:

- **To our third-party service providers, to facilitate services they provide to us:** These include providers of services such as data hosting, payment processing, information technology and related infrastructure provision, email delivery, auditing, and other services.

- **To a dedicated organization administrator:** If you are a customer of Babel Street and your organization has dedicated an Administrator of the Babel Street account, that individual may have access to some of your information, such as your username and the details of your use of our Services.

- **To comply with applicable laws and regulations or to cooperate with government authorities, including law enforcement:** To respond to a legal or administrative request or order, or to provide information we believe is important. This can include authorities outside your country of residence.

- **For other legal reasons:** To enforce our terms and conditions or to protect our rights, privacy, safety or property, and/or that of our affiliates, employees, you or others.

- **In connection with a Business Transaction:** We have a legitimate interest in disclosing or transferring your Personal Information to a third party in the event of a Business Transaction. Such third parties may include, for example, investors in Babel Street or an acquiring organization and its advisors.

Security

No method of transferring data over the internet is ever 100% secure. However, we follow industry standard security protocols and employ a variety of appropriate technical and organizational security measures designed to ensure the security of our Products.

Your Rights

If you would like to request to review, correct, restrict or delete personal information that you have previously provided to us, object to the processing of personal information, or if you would like to request to receive an electronic copy of your personal information, you may contact us by sending an email to info@babelstreet.com. We will respond to your request consistent with applicable law.

In your request, please make clear to what personal information your request relates. For your protection, we may only implement requests with respect to the personal information associated with the particular email address that you use to send us your request, and we may need to verify your identity before executing your request. We will try to comply with your request as soon as reasonably practicable. Please note that we may need to retain certain information for recordkeeping purposes and/or to complete transactions initiated prior to the request.

Additional information for the EEA: you may lodge a complaint with a data protection authority for your country or region or where an alleged infringement of applicable data protection law occurs. A list of data protection authorities is available at http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

Retention

We retain personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained and consistent with applicable law. The criteria used to determine our retention periods include:

- The length of time we are providing our Services to a customer, or as the customer instructs
- Whether there is a legal obligation to which we are subject (for example, certain laws require us to keep records of transactions for specific time periods before we can delete them)
- Whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation or regulatory investigations)

Cookies

Like most websites today, we use cookies on our website. Cookies are small files that a web server transfers to an individual's computer for functionality and recordkeeping purposes while visiting that site. We use cookies to improve your user experience and the overall quality of our services, and to facilitate your ongoing access to and use of our site, among other things. Cookies may also convey information to us about how frequently you access the Services and allow us to evaluate usage of the Services over time. You can view and manage cookies in your browser, including blocking and deleting cookies, though browsers for mobile devices might not offer this visibility.

Babel Street has a legitimate interest in understanding how customer and potential customers use our website. This information assists us with providing more relevant products and services, communicating value to our customers and providing appropriate staffing and resources to meet our customers' needs.

We use several types of cookies in our Services:

Analytics- These cookies collect information about the usage of our website and related statistics on how users interact with our site.

Performance- These cookies help us understand and improve how the Services perform. Specifically, these cookies allow us to gather data on technical errors, collect information so we can analyze load balancing on our site, confirm that users can stay logged in to our Products and continually ensure that our Services remain up and running for our customers and partners.

Security- These cookies process information to help us secure our Products, as well as detect fraud and abuse.

Links to Other Web Sites

This site may contain links, references or make calls to other websites. Please be aware that we are not responsible for the privacy practices of those websites and this Policy does not apply to those sites. We encourage you to refer to the privacy policy of any website you visit if you have questions.

Sensitive Information

Unless we request it, we ask that you not send us, and you not disclose, any sensitive information (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) through our Services.

Cross-border Transfers

Your personal information may be stored and processed in any country where we have facilities or in which we engage service providers, and, by using and interacting with the Services, you understand that your personal information will be transferred to countries outside of your country of residence, including the United States, which may have data protection rules that are different from those of your country. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in those other countries may be entitled to access your personal information.

Some of the non-EEA countries are recognized by the European Commission as providing an adequate level of data protection according to EEA standards (the full list of these

countries is available here). For transfers from the EEA to countries not considered adequate by the European Commission, we design our Services and terms so that adequate measures are in place, such as standard contractual clauses adopted by the European Commission to protect your personal information. You may obtain a copy of these measures by following this link or by contacting us as described in the 'Contact Us' section below.

Children's Privacy

Due to the nature of our business, Babel Street's website and Services are intended for use strictly by adults. We do not knowingly solicit or collect any personal information from children.

Changes to this Policy

We reserve the right to update or amend this Policy. The "Last Updated" date at the top of this Policy indicates when the Policy was last revised.

Contact Us

If you have any questions about this Policy or the privacy practices of Babel Street and you are in any location outside of the EEA, please contact us at info@babelstreet.com:

Babel Street, Inc.
1818 Library Street, Suite 500
Reston, VA 20190
(703) 520-9506

If you are located in the EEA, we have appointed our EU affiliate, Babel Street, Limited, to act as an EU representative for Babel Street, Inc. Babel Street, Limited does not serve as a separate controller of personal data. The only role of Babel Street, Limited is that of an EU representative. For those located in the EEA, please contact us at:

Babel Street Limited
4th Floor 7/10 Chandos Street,
Cavendish Square,
London, W1G 9DQ

EXHIBIT C FOLLOWS THIS PAGE

Terms of Use
for
ROC SDK, ROC Explore Desktop and/or ROC Explore Mobile

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5. **Updates; Upgrades.** For the first year after issuance of any License Key and so long thereafter as Licensee pays annual maintenance fees with respect to such License Key, Rank One will make available to Licensee all minor version Updates or incremental patch Upgrades to the Licensed Software as Rank One generally makes such Updates and Upgrades available to Rank One customers. Updates and Upgrades will be deemed to be part of the Licensed Software, and documentation provided in connection with such Updates and Upgrades will be deemed to be part of the User Documentation. In an ongoing effort to address security, quality, and avoidance of potential infringement issues, Licensee will implement all Updates and Upgrades provided by Rank One promptly and in any event within one hundred eighty (180) days from its receipt thereof.

6. **Rank One Support.** For the first year after issuance of any License Key and so long thereafter as Licensee pays annual maintenance fees with respect to such License Key, Rank One will make available to Licensee the following:

a. Issue Reporting. Unlimited email support for reporting Licensed Software issues to the Rank One Support Team at support@rankone.io, which is available for reporting issues on a 24/7 basis. Rank One's Support Team is staffed with Licensed Software support experts during Rank One's normal business hours, M-F, 9am-5pm US Mountain Time, excluding Rank One holidays. When reporting Licensed Software issues, Licensee shall first use reasonable efforts to identify any error, bug, malfunction, or network connectivity defect on its own and shall provide sufficient detail to enable Rank One to understand and reproduce the issue and any Licensee or product information reasonably required by Rank One.

b. Troubleshooting. Reasonable troubleshooting technical support services to effectively use the Licensed Software, in accordance with Rank One's then-current support guidelines in a manner provided herein ("**Tier 2 Support**"). Rank One will seek to determine if the issue Licensee is experiencing is attributable to an error in the Licensed Software and seek to resolve issues that occur during installation and normal usage of the Licensed Software in the form originally delivered by Rank One, based on an incident priority level, assigned in good faith by Rank One, as follows:

- *Priority 1*: Issue causes data corruption or causes the Licensed Software to be inoperative or unavailable or prevents meaningful use of the Licensed Software.
- *Priority 2*: Issue prevents use of a critical feature of the Licensed Software.
- *Priority 3*: Issue has a performance impact on the Licensed Software but does not prevent meaningful use of the Licensed Software.
- *Priority 4*: Issue creates inconvenience or minimal loss of functionality or constitutes a request for an enhancement.

Rank One will use commercially reasonable efforts to (i) acknowledge all issues within one business day and (ii) seek to resolve issues attributable to errors in the Licensed Software that are addressable only through modifications of the Source Code by providing an Update to Licensee as follows: Priority 1 issues as soon as possible, Priority 2 issues promptly, Priority 3 issues within the next two version Upgrade cycles and Priority 4 issues if and when Rank One, in its sole discretion, chooses to prioritize.

If Rank One determines that Licensee's issue constitutes a request for enhancement or that Licensee requires ongoing help with a problem that is not caused by errors in the Licensed Software, or is outside the scope of the original purchase of the Licensed Software, Rank One is not obligated to support but may, in its sole discretion, offer to provide professional services support at Rank One's then-current hourly rates.

c. Support Exclusions. Rank One has no obligation with respect to any issue experienced by Licensee which is due to a failure or limitation of the Licensee's

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b. Licensee's sole remedy for any alleged breach of the limited warranty set forth in Section 7(a) above shall be to request redelivery of conforming Licensed Software. If Rank One fails to deliver Licensed Software that conforms with the User Documentation in all material respects within sixty (60) days of Licensee's written notice of a warranty claim under Section 7(a) above, Rank One shall refund to Licensee all amounts received by Rank One in respect of such non-conforming Licensed Software upon written request from Licensee.

8. Limitations on Liability.

a. IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT, STRICT LIABILITY, CONTRACT OR OTHERWISE, SHALL RANK ONE BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, STATUTORY, SPECIAL OR INCIDENTAL DAMAGES OF ANY CHARACTER, OR FOR ANY LOSS OF USE, DATA OR PROFITS, LOSS OF GOODWILL, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES RELATED TO THE LICENSED SOFTWARE OR USE THEREOF, EVEN IF RANK ONE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

b. RANK ONE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF USE, THE LICENSED SOFTWARE AND/OR RELATED SERVICES WILL NOT IN ANY EVENT EXCEED THE AMOUNT OF FEES PAID TO RANK ONE IN RESPECT OF THE LICENSED SOFTWARE AS A COMPONENT OF THE OVERALL SYSTEM.

c. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE U.S. FEDERAL LAW.

9. Termination.

a. Termination. When the Licensee is an instrumentality of the U.S., recourse against the United States for any alleged breach of these Terms of Use must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Rank One shall proceed diligently with performance of these Terms of Use, pending final resolution of any request for relief, claim, appeal, or action arising under these Terms of Use, and comply with any decision of the Contracting Officer, provided that such temporary compliance shall not be deemed to be a waiver by Rank One of its right to appeal the decision to the applicable board of contractor appeals and/or bring suit on the claim in the United States Court of Federal Claims.

b. Effect of Termination**.** Upon termination of these Terms of Use, all licenses received by Licensee immediately terminate and Licensee must immediately cease all use of the Licensed Software and destroy all copies of the Licensed Software and User Documentation in its possession or under its control.

10. Ownership. The Licensed Software is licensed and not sold by Rank One. Rank One is and remains the sole and exclusive owner of all right, title and interest in and to the Licensed Software, including without limitation all Intellectual Property Rights embodied therein. Ownership of all Open Source Software, and all Intellectual Property Rights therein, is and will remain with the respective owners thereof, subject to Licensee's rights under the applicable license agreements. All rights not expressly granted to Licensee in these Terms of Use are reserved by Rank One.

11. General.

a. Assignment. Licensee may not assign its rights or delegate its duties hereunder without Rank One's prior written consent, and any purported attempt to do so is null and void. These Terms of Use shall inure to the benefit of and be binding upon Rank One and Licensee and their respective successors and permitted assigns.

b. Third Party Beneficiary. Except as expressly set forth in the preceding sentence, no term or provision of these Terms of Use is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation other than Rank One (including without limitation its successors and assigns) and Licensee, and no such third party shall have any right or cause of action hereunder.

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d. Entire Agreement. These Terms of Use, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them. These Terms of Use may be amended only by a written document signed by both parties. The parties recognize that these Terms of Use are being obtained pursuant to a contract between Executive Information Systems and Licensee. The parties agree that the software being obtained by Licensee constitutes a commercial item. As such, the contract will contain Federal Acquisition Regulation (FAR) clause 52.212-4.

e. Governing Law. These Terms of Use will be governed by the Federal law of the United States Federal contracts.

[*Remainder of page intentionally left blank*]

Exhibit A

Facial Recognition Code of Ethics

Rank One Computing Corporation

July 27, 2020

Rank One Computing believes in a just, non-violent world of equality and fairness. We prize democratic values, civil liberties and open and informed debate. When used to further these values, automated face recognition can continue to make the world a safer, better place for everyone. And, in the absence of regulatory guidance, we have developed a Code of Ethics to set forth the principles that we believe should guide any development and use of facial recognition technology. This Code of Ethics establishes important limitations that we believe are appropriate in how face recognition should be utilized, particularly by law enforcement.

This Code of Ethics serves as a guideline both for how we will develop face recognition systems and how we will expect our integration partners and end-users to develop and utilize face recognition systems based on our algorithms. We require all of our partners and customers who use Rank One facial recognition algorithms to commit to abide by this Code of Ethics.

First Principle

Facial recognition should be used to make the world safer, more secure and more convenient while minimizing harm through proper workflows that identify and mitigate sources of error.

Commercial Use

- Facial recognition should not be used to track private details about a person without opt-in consent, except when used for security and safety purposes.

Law Enforcement Use

- Facial recognition should not be used for real-time mass surveillance of lawful activity. Any targeted surveillance of an individual should require a court-ordered warrant.
- Facial recognition should not support probable cause for arrest, search or seizure.
- Facial recognition should utilize best practices and workflows established by the Facial Identification Scientific Working Group (FISWG) and the Organization of Scientific Area Committees for Forensic Science (OSAC) Facial Identification Subcommittee, which require a trained human facial examiner to make final determinations based on morphological matching guidelines.
- Facial recognition should be used to solve violent crimes and felonies, but not victimless misdemeanors.
- Any use of facial recognition should be discoverable in criminal proceedings.
- Facial recognition use must be in compliance with police policies and procedures, all statutes and regulations and the Constitutional limits that protect civil liberties.