APPENDIX D TO DIR CONTRACT NO. DIR-TSO-4368

Software Product Terms

For the products identified herein, the terms of DIR Contract No. DIR-TSO-4368 and those set forth below shall apply in addition to the terms and conditions set forth in the EIS License Attachment, and the Standard Terms and Conditions for Product and Related Services Contracts (the "Terms"). The following terms shall supplement the Terms, any purchase order issued thereunder, or any other document constituting the agreement between Vendor and a Customer. If conflict in terms are found, DIR Contract No. DIR-TSO-4368 shall prevail. Each Purchase Order shall list the specific software, and applicable quantities, to be licensed by such Customer. The following terms shall relate to each Purchase Order to the extent applicable to the products licensed therein.

> **I. GENERAL LICENSE TERMS: THE FOLLOWING TERMS SHALL APPLY TO A VALID PURCHASE ORDER TO THE EXTENT APPLICABLE AND SPECIFIED THEREIN (OR AS USED IN SECTION II).**

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.

Certain Software may be licensed for use on a **Mainframe**. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second.

Processor Core Based Pricing: Upon mutual agreement of the Customer and Vendor, the product fee is based on the total number of processor cores on which the product will be installed and used rather than any other applicable metric set forth in the Contract. In such event, the applicable purchase order shall identify that the product is licensed on "product core basis" or like designation. The licensed product may only be installed and used on the total number of processor cores listed herein for such product, all of which must be contained within one single item of authorized hardware. Customer may not install or use the product on a greater number of processor cores.

For Software licensed on a **Server Sub-capacity** basis (or similar designation), the Software license fee is based on the total number of processor cores allocated to the partition of the server hardware on which the Software is installed. The partition must be established and maintained using software or other technological means, as specified by the server hardware manufacturer, to isolate, at all times, use of the Software to the licensed number of processor cores. A separate

license is required for each partition. Authorized Hardware is defined as the licensed partition identified by name on the first page of this Supplement.

The following terms apply to any license for Software that is identified in any applicable order 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.

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

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.

"**Total Users**" means that the Software license fee is based on the total number of Users (not concurrent) who access the Software during the applicable license period.

"**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, the client component of any Software, if applicable, is limited to PC Use of five (5).

"**Bundle Capacity**" as referenced in Section II of this exhibit means that the Software is licensed on a per server basis as identified 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.

The following terms apply for any Software licensed for use on a "**Grid**" or 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)**:** 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 which 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 a valid Purchase Order. A license for SAS® Grid Manager Software is a prerequisite to licensing any other Software in a Grid. 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. 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.

Distributed Capacity License means the following: 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. "Authorized Hardware" is defined as the Distributed Environment.

Technology Bundle Offering means the following: The Software is licensed as a Technology Bundle Offering. Accordingly, Customer may use the Software subcomponents alone or with the other subcomponents bundled with the Software. Unless otherwise provided in this Supplement, 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 will be listed on the Purchase Order or separately provided to EIS. 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 this Supplement.

Certain Software may be licensed as part of a **Solution Offering**. For such software, Customer may use the Software and all its subcomponents only as an integrated offering and only within the scope of the Solution Purpose Statement set forth herein. The Software is designed for installation across multiple hardware tiers. All computer hardware within the multiple hardware tier environment shall be considered Authorized Hardware for the purposes of the Agreement. Authorized Hardware for the server-tier Software subcomponents is listed on the Supplement Grid. The Software license entitles Customer to implement a single configured installation of the Software. As part of the single configured installation, Customer may install and use the Software in one (1) production environment, one (1) test environment and one (1) development environment, subject to any pricing metric restrictions listed on the Supplement Grid. Customer shall not use the Software installed in the test environment or the development environment for production purposes or as a fail-over system. The operating system for all environments must be the same

The following "**Cloud Computing**" terms apply to any license for Software within a cloud environment: Customer represents that it has established and currently maintains a private online account, identified in this Supplement by account number, ("Cloud Account") with a third party provider ("Provider") of public Internet-based computing resources ("Public Cloud"). Upon issuance of a Purchase 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 in the Contract, 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 Contract, "Authorized Hardware" shall mean the virtual machine(s) associated with a single deployment. Unless otherwise authorized in a Purchase order, 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 a Purchase Order 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 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 of the Contract or EIS' 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**.**

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"),

- o 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.
    - o 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
    - o 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

- o 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.

- o 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.

- o 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.

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"),

- o 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.
    - o 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
    - o 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

- o 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.
- o 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.
- o 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 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.

DIR Contract No. DIR-TSO-4368 and 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**").

- 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 the EIS License Attachment.
- 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.
- 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.

- 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.

- 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).

- 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 data warehouse.

- 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:
  - o 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 warrants that Customer will not 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.
  - o 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) and FAR 52.227-19, Commercial Computer Software – Restricted Rights (June 1987) as applicable and the license.
  - o 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.

- 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.

Software maintenance as a product must be purchased annually by Customers following the first annual period of a software license in order to receive Software maintenance as contemplated by the License Attachment. Certain Customers may have originally licensed Software pursuant to a separate contract with EIS. Customers may purchase software maintenance as a product pursuant to this Contract but Customer's software license shall remain subject to the originally applicable license and software use terms set forth in the original contracting documentation. Purchase of Software maintenance as a product under this Contract does not establish a new Software license on new Software license terms. Software products may from time to time no longer be generally available for license to the general public. Under such circumstances, EIS or its licensor will make reasonable efforts to provide adequate notice to affected Customers and work to assist such Customers with migrating their licenses to alternate products. If such Customers do not migrate such products, the level of technical support may diminish over time.

In some instances, **Prerequisite Software** and/or minimum licensing thresholds may be required in order to license Software contemplated by this Contract, even if not specifically identified in Section II below. In addition, Software may only function on certain operating systems or require the purchase of additional professional services.

II. SPECIFIC SOFTWARE TERMS: DIR CONTRACT NO. DIR-TSO-4368 AND THE FOLLOWING TERMS SHALL ONLY APPLY TO THE SOFTWARE SPECIFICALLY REFERENCED BELOW IF LICENSED PURSUANT TO A VALID PURCHASE ORDER.

Enterprise Miner™ Software:
- 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.
- If a client component is included with the Software, the client component is licensed on a PC Use basis.

SAS Business Rules Manager:

- The Software is licensed as a Technology Bundle Offering.
- The license of the Software also includes a license of:
  - one (1) SAS/Access Software product chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

SAS® Enterprise Miner Desktop is licensed on a PC Use basis.

JMP: The Software license fee is based on the total number of Users (not concurrent) who access the Software during the applicable license period.

JMP Software: Data Exploration e-Learning:
- The Software license fee is based on the total number of Users (not concurrent) who access the Software during the applicable license period.
- 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, Customer hereby agrees that the use of the Software is also governed by the SAS website Terms of Use found at www.sas.com/Copyright.html. EIS and its licensors agree 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.

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.

SAS® Text Miner: If a client component is included with the Software, the client component is licensed on a PC Use basis.

SAS® Text Miner Desktop for Windows Workstations: SAS® Text Miner Desktop for Windows Workstations is licensed on a PC Use basis.

SAS Concept Creation for SAS Text Miner: SAS Text Miner and all of its prerequisite Software is required.

SAS Analytics Pro; SAS Enterprise BI Server: The Software is a Technology Bundle Offering.

SAS/IntrNet:

- Certain pre-requisite software may be needed depending on Customer's intended use of the Software. Use of the Software is authorized for access to applications written in SAS that reside on the same server and operating system for which the Software is licensed.

SAS Integration Technologies: Use of the Software is authorized for access to applications written in SAS that reside on the same server and operating system for which the SAS Integration Technologies Software is licensed.

SAS Data Integration Server:

- The Software is a Technology Bundle Offering.
- The Software consists of the following additional subcomponents: Two SAS/ACCESS engines of Customer's choice and three SAS Metadata Bridges to be defined by Customer.

SAS® Data Governance:

o The Software is licensed on a "Bundle Capacity" basis.
o If a client component is included with the Software, the client component is licensed on a PC Use basis.

SAS® Data Management Advanced:

o The Software is licensed on a "Bundle Capacity" basis.
o If a client component is included with the Software, the client component is licensed on a PC Use basis.
o The license of the Software also includes a license of:
    o 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
    o three (3) SAS Metadata Bridge products chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

SAS® Data Management Standard:

o The Software is licensed on a "Bundle Capacity" basis.
o If a client component is included with the Software, the client component is licensed on a PC Use basis.
o The license of the Software also includes a license of:
    o 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
    o three (3) SAS Metadata Bridge products chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

SAS Data Management Enrichment:

- Customer's use of the Software is dependent upon Customer's licensing, under the Agreement, certain other SAS software ("Prerequisite Software"). Customer has licensed, or is licensing, the Prerequisite Software as part of a collection of SAS software licensed

by SAS as a defined bundle or solution ("Software Package"). 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 Software Package. Customer may use the Software only in conjunction with the Prerequisite Software licensed to Customer as part of the Software Package even if Customer has licensed the Prerequisite Software separate from the Software Package

- The Software may also be an optional add-on for certain qualifying SAS software or solution bundles.
- The Software also requires the license of at least one SAS DataPack.

SAS® Data Quality Advanced; Data Quality Desktop; SAS® Data Quality Standard: The Software is licensed on a "Bundle Capacity" basis. If a client component is included with the Software, the client component is licensed on a PC Use basis.

SAS Federation Server: The Software license fee is based on the total number of processor cores contained within a single item of Authorized Hardware. The Software is licensed as a Technology Bundle Offering.

- o License of SAS Federation Server also includes as subcomponents SAS Data Management Quality Knowledge Base Locale of choice and SAS Data Management Quality Knowledge Base for Product Data of choice.

SAS Forecast Server:

- 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. 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.
- 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:
    - o 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.

SAS Data Management Server Enrichment: Customer's use of the Software is dependent upon Customer's licensing, under the agreement, certain other SAS software ("Prerequisite Software"). Customer has licensed, or is licensing under a valid Purchase Order, the Prerequisite Software as part of a collection of SAS software licensed by SAS as a defined bundle or solution ("Software Package"). 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 Software Package. Customer may use the Software only in conjunction with the Prerequisite Software licensed to Customer as part of the Software Package even if Customer has licensed the Prerequisite Software separate from the Software Package.

SAS Grid Manager:

- 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

Credit Scoring Add-On for SAS Enterprise Miner: The Software includes Credit Scoring Add-on for SAS Enterprise Miner Client for PC Use. The Software is priced based on the same server processor core count or machine classification as SAS Enterprise Miner and must be installed on the same server as SAS Enterprise Miner. Additional services are required.

SAS Enterprise Model Management:
- The Software is licensed as a Technology Bundle Offering, provided, however, if licensed solely for use with SAS Real-Time Decision Manager, then it is considered a Solution Offering.
- Customer receives a choice of either SAS/ACCESS Interface to Oracle, or SAS/ACCESS Interface to PostreSQL.
- Software includes the following subcomponent: SAS Enterprise Miner Personal Client (PC Use).

SAS® Visual Analytics:

- o If the Software is licensed for use on **SAS Viya** or for use in an environment that is distributed across more than one computer (**Distributed Mode**), the Software is licensed a Distributed Capacity License.
- o If the Software is licensed for use on a single server (**Non-Distributed Mode**), the Software license fee is based on the number of physical processor cores or virtual processor cores, as applicable, contained within the authorized hardware. If the authorized hardware is a physical server, the license fee is based on the total number of

physical processor cores contained within the physical server. If the authorized hardware is a partition of a physical server, the Software license fee is based on the total number of physical processor cores contained within the physical server partition and Customer must use software or other technological means, as specified by the server manufacturer, to limit, at all times, the partition to no more than the licensed number of physical processor cores. If the authorized hardware is a Virtual Machine, the Software license fee is based on the total number of virtual processor cores allocated to the Virtual Machine. A "Virtual Machine" is a single virtual environment, identified by a unique name as specified to EIS in writing by Customer, created using commercially available virtualization software, in which use of the Software is isolated, at all times, to a specified maximum number of virtual processor cores. 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 Virtual Machine name, operating system, and maximum number of virtual processor cores allocated to it remain unchanged. Unless otherwise authorized in the applicable order, the physical host machine must be located on Customer's premises. The Software is comprised of subcomponents. Each Software subcomponent may be used only in conjunction with the Software and may not be used or deployed for any other purpose. In all cases, without the payment of additional license fees that may apply, Customer may not exceed such licensed number of processor cores.

- The license of the Software in **Distributed Mode** or **Non-Distributed Mode** includes a license of either of the following:
  - One (1) SAS/ACCESS software product chosen by Customer (which may be requested at any time as long as the maintenance is maintained), OR
  - SAS Data Surveyor for SAP. Customer may use the SAS Data Surveyor for SAP software ("Data Surveyor"), including its subcomponents, solely to access SAP data in the licensed SAP database. Customer may not use or deploy any individual Data Surveyor subcomponent for any other purpose or as a replacement for any SAS software.
- The license of the Software on **SAS Viya** includes a license of:
  - One (1) SAS/Access Software product chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

SAS Data Surveyor for SAP:

- Customer may use the SAS Data Surveyor for SAP software ("Data Surveyor"), including its subcomponents, solely to access SAP data in the licensed SAP database. Customer may not use or deploy any individual Data Surveyor subcomponent for any other purpose or as a replacement for any SAS software.
- Base SAS or a SAS bundle or solution containing Base SAS is required.

SAS® Office Analytics: The Software is licensed based on a "Bundle Capacity" basis.

SAS®/Access to SQL Server: 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. The Software may be used by Users for the benefit of Customer solely to access data residing in Customer's Microsoft SQL Server database.

SAS®/Access to Adabas, SAS/Access to CA IDMS, SAS/ACCESS Interface to CA-Datacom/DB, SAS/Access Interface to IMS-DL/I, SAS/Access Interface to SYSTEM 2000, Software: The Software license fee is based on the processing power of the Authorized Hardware on which the Software is installed where processing power includes the total MSUs of the Authorized Hardware. MSUs are a measurement of mainframe computing capacity expressed in terms of millions of service units per hour as determined by ratings maintained by IBM Corporation.

SAS Contextual Analysis:

o The product fee is based on the total number of processor cores contained within a single item of authorized hardware on which the product is installed. The purchase order for the license will list the total number of licensed processors cores and Customer shall not install or use the product on a number of processor cores that exceeds the listed, licensed number of processor cores.

o The license of SAS Contextual Analysis also includes a license of a one (1) available SAS/Access software product chosen by the Customer

SAS Visual Statistics - Non-Distributed Mode:

o The product fee is based on the total number of processor cores contained within a single item of authorized hardware on which the product is installed. There is a four (4) processor core minimum. The purchase order for the license will list the total number of licensed processors cores and Customer shall not install or use the product on a number of processor cores that exceeds the listed, licensed number of processor cores.

o Customer's use of the SAS software product is restricted in scope to the functionality available in the licensed solution. Customer may not use subcomponents individually or separately from the overall software solution unless specifically stated herein.

o SAS Visual Statistics requires a separate license of SAS Visual Analytics and must be installed on the same hardware as SAS Visual Analytics.

o Customers must license the same core count for SAS Visual Statistics as for SAS Visual Analytics.

o SAS Visual Statistics is not supported, tested, or warranted to run on Windows workstations.

SAS Visual Statistics - Distributed Mode:

- The Software is provided as a Distributed Capacity License. There is a four (4) blade and sixteen (16) processor core minimum. The purchase order for the license will list the total number of licensed processors cores and Customer shall not install or use the product on a number of processor cores that exceeds the listed, licensed number of processor cores.
- Customer's use of the SAS software product is restricted in scope to the functionality available in the licensed solution. Customer may not use subcomponents individually or separately from the overall software solution unless specifically stated herein.
- SAS Visual Statistics requires a separate license of SAS Visual Analytics and must be installed on the same hardware, and same core count, as SAS Visual Analytics.
- SAS Visual Statistics is not supported, tested, or warranted to run on Windows workstations.

SAS Visual Statistics – on SAS Viya:

- The Software is provided as a Distributed Capacity License. There is a 4 processor core minimum.
- SAS Visual Statistics requires a separate license of SAS Visual Analytics and must be installed on the same hardware as SAS Visual Analytics.

SAS Visual Investigator:

- The Software is provided as a Distributed Capacity License.
- The Software license fee is based on the total number of Users (not concurrent) who access the Software during the applicable license period.
- Customers must license a minimum of 16 processor cores and a minimum of 10 users.
- Additional services may be required.
- The license of the Software also includes a license of:
    - Two (2) SAS/ACCESS Software products on SAS Viya chosen by the Customer (which may be requested at any time as long as the maintenance is maintained).

SAS Visual Data Mining and Machine Learning:

- The Software is provided as a Distributed Capacity License.
- The license of the Software also includes a license of SAS Text Analytics for English (on SAS Viya); Customer may select one additional SAS Text Analytics (on SAS Viya) language at no additional charge.
- Both SAS Visual Analytics (on SAS Viya) and SAS Visual Statistics (on SAS Viya) are required prerequisite software. A minimum of four processor cores is required.
- The Software is supported on Linux for x64 (LINA) operating systems only.
- Additional services may be required.

SAS Data Preparation:

- The Software is provided as a Distributed Capacity License.
- SAS Visual Analytics (on SAS Viya) is required.
- The Software is licensed as a Technology Bundle Offering.

- SAS Visual Analytics (on SAS Viya) is required prerequisite software. Customer must license a minimum of four processor cores.

SAS Model Manager (on SAS Viya):

- The Software is provided as a Distributed Capacity License.
- SAS Visual Analytics (on SAS Viya) is required. A minimum of four processor cores must be licensed by Customer.
- The Software is licensed as a Technology Bundle Offering.

SAS Model Manager:

- License of the Software includes either SAS/ACCESS Interface to Oracle or SAS/ACCESS Interface to PostreSQL.
- The Software is licensed as part of Technology Bundle Offering; however may also be licensed in conjunction with other qualifying SAS Software as part of a solution offering.

SAS Event Stream Processing (SAS Viya Enabled):

- 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 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.
- Users may use the Software solely for the benefit of Customer to process and act upon Events. Customer may install the Software on any number of items of Authorized Hardware located in the Territory. 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.
- The Software may include components which may only be used in support of the solution's overall application.
- Additional services may be required.
- There is no limit on the number of installations of the offering, including installations for Development, Test, or failover use.

SAS Event Stream Manager:
- The Software license fee is based on the total number of Managed Installs administered by the Software during each annual license period where a "Managed Install" is a single installation of a SAS software offering licensed by Customer under the Agreement that Customer monitors and manages using the Software.

- Users may use the Software solely for the benefit of Customer to manage Customer's SAS Event Stream Processing projects. Customer may install the Software on any number of items of Authorized Hardware located in the Territory. Managed Installs, as defined in this Supplement, consisting of development and/or test environments do not count toward the licensed quantity of Managed Installs.

SAS Visual Text Analytics:

- o The Software is provided as a Distributed Capacity License.
- o SAS Visual Analytics (on SAS Viya) is required. A minimum of four processer cores must be licensed by Customer.
- o The license of the Software also includes a license of SAS Text Analytics for English (on SAS Viya); Customer may select one additional SAS Text Analytics (on SAS Viya) language at no additional charge.

SAS Visual Forecasting (on SAS Viya), SAS Econometrics (on SAS Viya), SAS Optimization (on SAS Viya):

- The Software is provided as a Distributed Capacity License.
- SAS Visual Analytics (on SAS Viya) is required prerequisite software. A minimum of four processer cores must be licensed by Customer.
- The Software is supported on Linux for x64 (LINA) operating systems only.

SAS Decision Manager (on SAS Viya):

- The Software is provided as a Distributed Capacity License.
- SAS Visual Analytics (on SAS Viya) is required prerequisite software. A minimum of four processer cores must be licensed by Customer.
- The Software is supported on Linux for x64 (LINA) operating systems only.
- When licensed alone, the Software is treated as a Technology Bundle Offering.

TX PC Bundle:

- o The product includes the following SAS products for installation on one (1) personal computer.
  - SAS Analytics Pro
  - SAS/QC
  - SAS/SHARE
  - SAS/ACCESS Interface to ODBC
  - SAS/ACCESS Interface to ORACLE
  - SAS/ACCESS Interface to PC File Formats
  - SAS/ACCESS Interface to SYBASE
  - SAS/AF
  - SAS/ASSIST
  - SAS/CONNECT

- SAS/EIS
- SAS/ETS
- SAS/FSP
- SAS/GIS
- SAS/IML
- SAS/INSIGHT
- SAS/LAB
- SAS/OR

o The product license fee is based on the total number of users (not concurrent) who access the software during the applicable license period. The purchase order for the license will list the number of users and Customer shall not exceed the listed, license number of users.

o Not all component software products are available at all SAS release levels. Fees remain the same regardless of which release Customer licenses.

o Component software products may change without notice and some components may not be available in new releases upon renewal of licenses.

o This product is available only for Customer that are Texas governmental entities.

III. TRAINING POINTS: DIR CONTRACT NO. DIR-TSO-4368 AND THE FOLLOWING TERMS ARE APPLICABLE TO PURCHASE OF TRAINING POINTS TO BE USED TOWARDS TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE:

- Customer must designate a representative to serve as the main point of contact who will manage the SAS Training Points account, authorize employee registrations, and help coordinate the purchase of any products or services using SAS Training Points.
- SAS Training Points may be used to (a) register employees for public, Live Web or on-site courses; (b) pay the license fees for e-Learning and SAS Learning Subscription products; (c) purchase virtual lab time; (d) purchase SAS Certification exam vouchers; (e) pay SAS training center rental fees; (f) register for selected conferences, or (g) pay for other preapproved services performed by SAS or products offered by SAS (collectively "SAS Training Points-Eligible Products and Services").
- SAS Training Points-Eligible Products and Services will have varying SAS Training Points assigned to them according to their applicable registration fees, license fees, or standard charges and must be pre-approved.
- Taxes shall be handled in accordance with the Contract.
- Class and conference sizes are limited and space is not guaranteed.
- EIS reserves the right to cancel or reschedule any and all SAS Training Points-Eligible Products and Services at its discretion. EIS reserves the right to deny training to any party prohibited by applicable law or regulation, including, but not limited to, United States export laws and regulations. EIS is not responsible for airline penalties related to the cancellation of 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 its SAS Training Points order. Customer may begin using its SAS Training Points as soon as it receives an account number, but not before.
- No other discounts are applicable.
- SAS Training Points fees are non-refundable.
- SAS Training Points do not expire
- Cancellation Policy:
  - <u>Public Courses</u>: SAS Training Points may be reinstated to the account if cancellations are received by phone, mail or e-mail at least 10 calendar days prior to the scheduled start date of an event; after that (9 calendar days or less), SAS Training Points accounts will be charged the full number of corresponding SAS Training Points. Substitutions (name changes) are accepted at any time prior to the event. Transfers are accepted up to 24 hours before the event start date and students are allowed one transfer per course registration.
  - <u>Onsite and Private Live Web Courses</u>: The Customer may cancel on-site courses without charge if notification is received by phone or in writing no later than 21 days prior to the course start date. Rescheduling a course less than 21 days prior to course start date is considered a cancellation, and a cancellation fee of 50% of the total fee for the scheduled training will be charged and invoiced separately. Rescheduling a course less than 10 calendar days prior to course start date is considered a cancellation, and a cancellation fee of 100% of the total fee for the scheduled training will be charged and invoiced separately.

IV. TECHNICAL SERVICES: DIR CONTRACT NO. DIR-TSO-4368 AND THE FOLLOWING TERMS SHALL APPLY IN THE EVENT ANY TECHNICAL SERVICES ARE SET FORTH ON A VALID PURCHASE ORDER.

"Change Management" refers to a process for the parties to agree on a change or modification to the scope of Services, and "Change Order" refers to the document reflecting the change or modification. Requests by Customer or EIS for such changes will be made in writing to the other party. EIS, or its subcontractor SAS, will prepare the Change Order, which will contain the following information:

a. A description of any additional work and/or deletions of work to be performed and/or any changes to the performance required of either party.

b. A statement of the impact of the work or changes on the Services and the project schedule.

c. The estimated timetable to complete the work specified in the Change Order.

d. The estimated time and cost of any additional work and/or deletions of work associated with the Change Order.

EIS will provide the proposed Change Order to Customer's project manager for review, and if additional fees will be charged, the parties will agree on a proposed modification to the original Purchase Order or the issuance of a new Purchase Order. Customer's project manager will respond in writing to the proposed Change Order within five (5) business days. Each party must agree in writing to the Change Order. Pending such written agreement (and if additional fees will be charged, execution of the associated amendment), SAS, as EIS' subcontractor to perform

services, will continue to perform as if such Change Order had not been requested or recommended. If Customer provides its acceptance of the proposed Change Order in writing and, if applicable, issues the agreed upon Purchase Order, SAS' project manager will update the project plan to reflect the change(s).

Executive Information Systems, LLC   **Customer**

Signature _____   Signature _____

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____