

**APPENDIX G TO DIR CONTRACT NO. DIR-TSO-4368**  
**HOSTING SERVICES**

The terms set forth in DIR Contract No. DIR-TSO-4368 and herein (the “Terms”) shall apply to the following Hosting Services offerings in addition to those terms set forth elsewhere in DIR Contract No. DIR-TSO-4368 (the “Agreement”). Each Hosting Services offering is subject to the limitations on System capacity, users, Random Access Memory (RAM) and storage noted in the parenthetical information in following list.

- (a) Hosting for SAS® Analytics Environment – Small (The System will include an computing environment containing up to four (4) processor cores, thirty two (32) gigabytes (GB) of RAM and up to five hundred (500) GB of data storage capacity; The System is limited to access and use by no more than ten (10) total Users (not concurrent) who access the System during the applicable license Term, of which Users no more than three (3) may be concurrent Users; and Customer shall not exceed the foregoing limits.)
- (b) Hosting for SAS® Analytics Environment – Medium (The System will include an computing environment containing up to twelve (12) processor cores, ninety six (96) GB of RAM and up to two and a half (2.5) terabytes (TB) of data storage capacity; The System is limited to access and use by no more than fifty (50) total Users (not concurrent) who access the System during the applicable license Term, of which Users no more than thirteen (13) may be concurrent Users; and Customer shall not exceed the foregoing limits.)
- (c) Hosting for SAS® Analytics Environment – Large (The System will include an computing environment containing up to sixteen (16) processor cores, one hundred twenty eight (128) GB of RAM and up to five (5) TB of data storage capacity; The System is limited to access and use by no more than one hundred (100) total Users (not concurrent) who access the System during the applicable license Term, of which Users no more than twenty five (25) may be concurrent Users; and Customer shall not exceed the foregoing limits.)
- (d) Hosting for Standalone SAS® Visual Analytics Environment – Small (The only SAS software product that may be installed in this System is SAS® Visual Analytics and must be purchased as a separate order; If Customer desires to combine other SAS software products with SAS® Visual Analytics software then Customer is required to purchase an additional Hosted Service offering for the hosting of such other SAS software products; The System will include an computing environment containing up to sixteen (16) processor cores, two hundred fifty six (256) GB of RAM and up to one (1) TB of data storage capacity; The System is limited to access and use by no more than five (5) total Users (not concurrent) who access the System during the applicable license Term, of which Users no more than two (2) may be Power Users; and Customer shall not exceed the foregoing limits.)
- (e) Hosting for Standalone SAS® Visual Analytics Environment – Medium (The only SAS software product that may be installed in this System is SAS® Visual Analytics and must be purchased as a separate order; If Customer desires to combine other SAS software products with SAS® Visual Analytics software then Customer is required to purchase an additional Hosted Service offering for the hosting of such other SAS software products; The System will include an computing environment containing up to sixty four (64) processor cores, one thousand twenty four (1024) GB of RAM and up to four (4) TB of data storage capacity; The System is limited to access and use by no more than ten (10) total Users (not concurrent) who access the System during the applicable license Term, of which Users no more than two (2) may be Power Users; and Customer shall not exceed the foregoing limits.)
- (f) Hosting for Standalone SAS® Visual Analytics Environment (The only SAS software product

that may be installed in this System is SAS® Visual Analytics and must be purchased as a separate order; If Customer desires to combine other SAS software products with SAS® Visual Analytics software then Customer is required to purchase an additional Hosted Service offering for the hosting of such other SAS software products; The System will include an computing environment containing up to one hundred twenty eight (128) processor cores, two thousand forty eight (2048) GB of RAM and up to eight (8) TB of data storage capacity; The System is limited to access and use by no more than fifteen (15) total Users (not concurrent) who access the System during the applicable license Term, of which Users no more than two (2) may be Power Users; and Customer shall not exceed the foregoing limits.)

A separate order for one or more SAS software products available under the Agreement is a prerequisite to any order hereunder for SAS® Analytics Hosting Services. Hosted Services offerings are available hereunder only in connection with licenses for the following SAS software products:

- SAS Analytics Pro
- SAS Data Quality Standard
- SAS Data Management Standard
- SAS Enterprise BI Server
- SAS/ETS
- SAS/OR
- SAS/QC
- SAS/STAT
- SAS Forecast Server
- SAS Enterprise Miner
- SAS Text Miner
- SAS Credit Scoring for Enterprise Miner
- SAS Access Interface to [X] (See the corresponding contract Pricing Index for available SAS ACCESS products; All such available SAS ACCESS products may be hosted)
- SAS Model Manager

Vendor (also referred to in these Terms as EIS) is the sole authorized government reseller of SAS Institute Inc. (“SAS”). The services set forth below will be provided to Customer by SAS as subcontractor to EIS. Capitalized terms have the meanings contained in Section 1 (Defined Terms) or within the text throughout or in an executed Order Form.

## 1. Defined Terms.

- 1.1. Business Day means Monday through Friday, 8:00 AM to 5:00 PM eastern time, excluding holidays observed by Customer or EIS.
- 1.2. Customer Marks means Customer’s trademarks, service marks or trade names that are reproduced or displayed in the System.
- 1.3. Customer Materials means all Permitted Data, authentication credentials, software (approved by EIS) and other materials made available to EIS or its subcontractor by Customer for use in the System.

- 1.4. Customer Service Provider means any contractor engaged by Customer to perform services associated with any part of the System.
- 1.5. Fees means, collectively, the Hosting Services Fees and the Additional Services Fees.
- 1.6. Hosting Services means the hosting services specified in Attachment A and the applicable Order Form that SAS will perform for Customer pursuant to each executed Order Form.
- 1.7. Hosting Services Fees means the fees payable by Customer as detailed in an executed Order Form for SAS' provision of the Hosting Services.
- 1.8. Order Form means the Customer purchase order that Customer and EIS agree upon in order for Customer to engage Hosting Services, subject to the terms of the Agreement.
- 1.9. Permitted Data means (a) Customer's data derived from Customer's operations in the Territory, excluding data aggregated from other sources, including, but not limited to, data from Customer's related entities; (b) data purchased, licensed or leased from a third party by Customer; and (c) publicly available data (for example, national census data).
- 1.10. Personal Data means any information relating to an identified or identifiable natural person that (a) is included in the Customer Materials; or (b) relates to Users and is received by SAS in connection with the performance of the Hosting Services or Additional Services.
- 1.11. Power User means a User who may access the System during the applicable license period to use the full functionality of the Software.
- 1.12. Purpose means the purpose for which Customer is authorized to use the System as detailed in the applicable Order Form.
- 1.13. System means the software, documentation and Third Party Products, together with the applicable SAS computer hardware, as they operate together for the Hosting Services pursuant to an executed Order Form.
- 1.14. Term means (a) with respect to each Order Form, the period during which EIS or its subcontractor will perform Hosting Services as detailed in the applicable Order Form and (b) with respect to the Agreement, the period from the date of last signature below until the first to occur of (i) the date the Agreement is terminated in writing in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4368 or (ii) all Order Forms have expired or have been terminated. If an Order Form does not state the period in which EIS will perform the Hosting Services, then the Order Form will be deemed to include a statement that EIS will perform the Hosting Services for a period of one (1) year from the date of such Order Form.
- 1.15. Territory means the United States.
- 1.16. Third Party Products means any software or data which is licensed by SAS from a third party and included as part of the System for Customer's use and benefit as an end-user of the System and which is not part of a generally available SAS software product. SAS' licensors of certain Third Party Products require that Customer accept certain terms and conditions as set forth in Attachment B to this Hosting Agreement.
- 1.17. Users means the named employees of Customer and Customer's contractors who have access to the System to perform work for Customer for the Purpose. The number of Users authorized to access the System is specified in the list above. Each Customer shall be responsible for making Users aware of the limitations on use with respect to the Software and System set forth herein.

## **2. Agreement Structure; System Access Rights; Customer Materials.**

- 2.1. Agreement Structure. DIR Contract No. DIR-TSO-4368 and the Agreement governs the performance of Hosting Services. An Order Form must be accepted EIS to become effective.
- 2.2. System Access Rights. In exchange for Customer paying the Fees arising under the applicable Order Form and subject to the limitations contained in the Agreement, EIS grants Customer the right for Users to access and use the System from and within the Territory for the benefit of Customer's operations in the Territory in connection with the Purpose during the Term of the applicable Order Form. Customer may use any documentation provided by EIS solely in support of Customer's authorized use of the System and receipt of the Hosting Services. Notwithstanding anything in the Agreement to the contrary, Customer's right to access the System shall be limited to the Term specified in the Order Form.

Customer may use the System or request that EIS use the System on Customer's behalf to process only Permitted Data and/or data provided by EIS under an Order Form as Third Party Products. Customer may not use the System, nor request that EIS use the System on Customer's behalf, in a data service provider, application service provider, solution service provider or marketing service provider arrangement, nor in any similar arrangement for which Customer provides results derived from use of the System to third parties, including, but not limited to, Customer's related entities, nor may Customer use such results for the benefit of third parties or Customer's related entities.

Except to the extent allowed by law, Customer may not use the System nor permit any other party or entity to use the System to develop a commercial offering or product directly or indirectly competing with an offering or product from EIS.

EIS is not liable for any damage it incurs arising from or related to use of the System by any User, Customer Service Provider or by any other party Customer allows to access the System, in a manner which is inconsistent with the terms and conditions of the Agreement or which violates EIS' rights under any applicable laws including, but not limited to, any laws that protect EIS' intellectual property rights.

- 2.3. Rights to Customer Materials. Customer grants EIS and its licensors a non-transferable, non-exclusive, royalty-free right to use the Customer Materials and the Customer Marks for the purpose of performing the Hosting Services during the Term of the applicable Order Form.

## **3. Hosting Services.**

- 3.1. Hosting Services. Upon acceptance of an Order Form, EIS shall provide the Hosting Services described in Attachment A and the applicable Order Form. Customer will assign a technical project manager for the Order Form.

## **4. Invoicing and Payment.**

- 4.1. Invoicing. EIS will invoice Customer for the Hosting Services Fees and Additional Services Fees, in accordance with the schedule specified in the applicable Order Form and Appendix C, Pricing Index in DIR Contract No. DIR-TSO-4368. Customer is required to pay all of the fees in an invoice regardless of whether Customer continues to access and use the System throughout the applicable Term.

## **5. Technical Support.**

EIS will provide technical support services as described in Attachment A.

## **6. Ownership.**

The Agreement does not transfer any ownership rights. Neither party shall delete, obscure or modify the other party's proprietary rights notices.

**7. Warranty Disclaimers.**

**EXCEPT AS OTHERWISE SPECIFIED IN ATTACHMENT A OR AS EXPRESSLY STATED IN AN ORDER FORM EXECUTED HEREUNDER, EIS AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EIS AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT USE OF THE SYSTEM WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY. EIS' LICENSORS PROVIDE THEIR SOFTWARE "AS IS."**

**8. Warranties and Responsibilities of Customer.**

8.1. Intellectual Property Warranty. Customer warrants: (a) that it has the right to grant to EIS the right to use the Customer Materials and the Customer Marks to EIS; (b) it has obtained from the applicable provider of the Customer Materials the right for EIS and its subcontractor to host and use the Customer Materials in accordance with Section 8.4 (Customer Materials) of Attachment A hereto; and (c) that Customer's use of the Customer Materials complies with all applicable license terms, terms of use and other usage terms as set forth by the providers of such materials.

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

8.3. No Viruses. Customer will not introduce any viruses into the System through the Customer Materials or otherwise.

**9. Security.** EIS will implement and maintain reasonable technical and organizational security measures that are designed to (i) protect against unauthorized System access and usage, and (ii) to protect Personal Data against unauthorized access, use, alteration, destruction or disclosure. Customer agrees that it will comply with any System usage rules or other security guidelines and procedures that are specified in this Appendix, an Order Form, or that are otherwise made known by EIS to Customer through the System.

**10. Data Protection.**

10.1. **Processing Purposes; Customer Instructions.** EIS will use Personal Data only for the purposes of: (a) setting up, operating, monitoring and providing the System for use by Customer and Users; (b) providing the Hosting Services or Additional Services; (c) communicating with Users and Customer Service Providers; and (d) executing other agreed-upon written instructions of Customer.

**10.2. Customer Obligations; Sensitive Information.**

10.2.1. Customer will be responsible for providing any required notices and obtaining any required consents for the collection, use, processing, transfer and disclosure of Personal Data in connection with Customer's use of the System and EIS' provision of the

Hosting Services and Additional Services.

- 10.2.2. Customer will notify EIS in the event any Personal Data is subject to laws or regulations requiring specific deletion practices or retention periods.
- 10.2.3. Except to the extent specified in an Order Form, the Customer Materials will not include any (a) government-issued personal identification numbers (including but not limited to social security numbers, driver's license numbers, and passport numbers) (b) credit or debit card numbers, personal identification numbers (PIN), passwords or other electronic identification numbers or other information a person uses for payment or to access personal or financial information; (c) any patient, medical or other protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996 or any similar national or state laws, rules or regulations; (d) any Personal Data concerning residents of the European Union that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or criminal record or history, or that concerns an individual's health or sex life or (e) any classified data or technical data controlled by the International Traffic in Arms Regulations (collectively, "Sensitive Information").

**10.3. EIS Obligations**

- 10.3.1. EIS will comply with (to the extent applicable) the SAS Solutions OnDemand Business Customer Privacy Policy, which is available at [http://www.sas.com/en\\_us/legal/on-demand-privacy.html](http://www.sas.com/en_us/legal/on-demand-privacy.html) and is subject to change within reasonable discretion; however, changes will not result in a material reduction to the level of protection provided by EIS for such Personal Data during the Term.
  - 10.3.2. EIS will ensure that employees and contractors, including those of its subcontractor, authorized to process Personal Data are subject to appropriate confidentiality obligations.
  - 10.3.3. Through the use of appropriate technical and organizational measures, EIS will assist Customer in fulfilling Customer's obligation to respond to requests by individuals to exercise their rights under applicable law with respect to Personal Data. EIS will, as necessary under such applicable law, and at Customer's expense, either (i) provide Customer with the ability to correct, delete or block Personal Data stored in the System, or (ii) make such corrections, deletions or blockages on Customer's behalf.
  - 10.3.4. EIS will cooperate in good faith, at Customer's expense, in response to Customer's detailed and reasonable requests for assistance in complying with Customer's specific mandatory obligations under applicable law with respect to Personal Data but only to the extent that such obligations directly relate to the Hosting Services or Additional Services and Personal Data stored in the System. Customer will be solely responsible for fulfilling such obligations, including without limitation, making or obtaining any third-party notifications, filings, or approvals.
- 11.** Subject to record retention policies and laws, upon expiration of the Term of an Order Form, EIS will cause its subcontractor to delete from the System or otherwise render inaccessible Personal Data and all copies thereof stored in the System, unless Customer notifies EIS prior to EIS' receipt of such Personal Data that the Personal Data is subject to laws or regulations requiring specific deletion practices or retention periods and such requirements are specified in the Order Form. Without limiting the generality of this Section, Customer agrees that EIS may (i) retain one copy of the Personal Data as necessary to comply with legal, audit or internal requirements; and (ii) defer the

deletion (or rendering inaccessible) of the Personal Data to the extent and for the duration that any Personal Data of copies thereof cannot reasonably and practically be expunged from the System and for such deferred period the “Security” and “Data Protection” provisions of the Agreement will continue to apply to such Personal Data

## **12. Term, Termination, and Expiration.**

Except as otherwise provided below in this Section, the Agreement will remain in effect so long as an Order Form remains in effect. Each Order Form hereunder constitutes a separate agreement for Hosting Services (incorporating the terms of this Agreement and its attachments) and will remain in effect according to its terms. This in no way prejudices either party’s right not to renew an Order Form upon expiration of its committed Term.

If Customer desires to obtain Hosting Services under an Order Form beyond the expiration of its Term, the parties may (a) negotiate an amendment to the applicable Order Form or negotiate a new Order Form which shall include the applicable Fees and other terms negotiated by the parties or (b) renew the applicable Order Form up to three one year terms by Customer providing Vendor thirty days written notice prior to then-expiration date. Such additional renewal periods shall be included in the Term of the applicable Order Form.

## **13. Confidentiality.**

To the extent allowable under the Texas Public Information Act, each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, products and other information held in confidence by the other party (individuality or collectively, "Confidential Information"). To the extent allowable under the Texas Public Information Act, Confidential Information also shall include the Customer Materials as well as all information of either party in tangible or intangible form that is marked or designated as confidential.

The receiving party (“Recipient”) shall use the disclosing party’s (“Discloser”) Confidential Information received in connection with the Agreement only in conjunction with performance of its obligations under the Agreement. Recipient shall not disclose Discloser’s Confidential Information received in connection with the Agreement to any third parties unless Discloser gives Recipient its advance written authorization to do so. This restriction does not apply to information that is: (a) generally available to the public; (b) released by Discloser without restriction; (c) independently developed or acquired by Recipient; (d) known to the Recipient prior to receipt from Discloser; or (e) revealed pursuant to court order or as required by applicable law, provided that Recipient uses reasonable efforts to promptly notify Discloser of such requirement prior to compliance in order to permit Discloser to seek protection against disclosure. Recipient’s obligations of confidentiality hereunder with respect to each item of Discloser’s Confidential Information shall continue for a period of five (5) years from the date of initial disclosure. For the purpose of this Section, EIS’ parent company, if applicable, subsidiaries and subcontractors shall not be deemed "third parties.”

## **14. General.**

14.1. Severability. If a court of competent jurisdiction finds any part of the Agreement to be unenforceable, that part is excluded but the remainder of the Agreement stays in full force and effect to the greatest extent permitted by applicable law.

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

- 14.3. Injunctive Relief. Breach of either party's intellectual property rights or confidentiality rights may lead to damages not adequately remedied by an award of money; therefore, the parties have the right to seek to protect these rights through temporary restraining orders or prohibitory injunctions. The parties further agree that any such equitable relief shall be without prejudice to any other rights accruing to them under the Agreement.
- 14.4. Survival. All provisions of the Agreement relating to proprietary rights, indemnification, confidentiality, disclaimer of warranty or limitation of liability shall survive the termination of the Agreement.
- 14.5. Tangible Media. No tangible media will be delivered under the Agreement.
- 14.6. Export and Import Restrictions. EIS hereby notifies Customer that the System is of United States of America ("United States") origin and United States export laws and regulations apply to the System. Both parties agree to comply with these and other applicable export and import laws and regulations. EIS will be solely responsible for compliance by EIS and its agents and representatives who access the System. Customer will be solely responsible for compliance by all other parties who access the System, including Users and Customer Service Providers. Customer's compliance obligations include ensuring: (a) that no International Traffic in Arms Regulations ("ITAR") data or other data controlled for export by agencies, other than the Bureau of Industry and Security or the Office of Foreign Assets Control, is imported into or used within the System; (b) that there is no access, download, export, re-export, import, or distribution to or of the System or any underlying information, technology or data except in full compliance with all laws and regulations of the United States and in full compliance with any other applicable laws and regulations; and (c) compliance with restrictions of countries other than the United States related to exports and imports. United States export classification information for EIS' licensor's software can be found at the website located at <http://support.sas.com/adminservices/export.html>. By accepting the Agreement and using and/or, if authorized, downloading SAS software or accessing the System, Customer agrees to the foregoing and represents and warrants that (i) neither Customer nor any User is a party to whom the United States prohibits access to SAS software or the System; (ii) neither Customer nor any User is located in, under control of, or a national or resident of any country to which export of SAS software or the System is restricted by laws of the United States or other applicable laws and regulations, including E:1 countries (currently Cuba, Iran, North Korea, Syria, and Sudan); (iii) neither Customer nor any User will use SAS software or the System in activities directly or indirectly related to the proliferation of weapons of mass destruction; (iv) neither Customer nor any User will share access to SAS software or the System with a party identified in this paragraph; and (v) neither Customer nor any User shall further export SAS software or the System without a license or other authorization from the United States.

## **ATTACHMENT A**

### **Hosting Services**

The rights and obligations described in this Attachment A shall apply individually to each Order Form.

1. **Hosting Services**. During the Term of each applicable Order Form, EIS will perform, either directly or through its third party provider(s), the following Hosting Services:
  - 7 X 24 IT systems monitoring;



- infrastructure for the Hosting Services, including hardware, floor space, network and power;
  - environment, including air conditioning;
  - physical and logical security;
  - operating system updates;
  - regularly-scheduled back-ups; and
  - SAS software and Third Party Products administration including installation of new generally available releases of SAS software and Third Party Products, application of hot fixes to SAS software provided by SAS' Technical Support division and application of hot fixes to Third Party Products provided by the Third Party Products' vendor, as required by EIS or requested by Customer. Any resulting data migration, configuration, or customization is not included as part of SAS software and Third Party Products administration and will be provided as Additional Services subject to Customer's payment of applicable Additional Services Fees.
2. **Facilities.** The hardware used to host the System will be housed at an internet data center ("Internet Data Center"), which will consist of data center quality space with uninterruptible power systems ("UPS") protection, physical security, and fire suppression. Nothing is intended to or will constitute a lease to Customer of any real property with respect to the Internet Data Center.
  3. **Backups.** EIS will perform regular backups of Customer Materials and Work Product stored within the System ("Backups"). Backups will be stored securely for specified periods and will be restored by EIS in the event of System failure, corruption or accidental removal or deletion caused by EIS. Restoration of Backups for reasons other than System failure or corruption or the actions of EIS may be performed at Customer's request but may incur additional fees.
  4. **Technical Support.** During the Term of the applicable Order Form, EIS will provide technical support to Customer for any SAS software included in the System in accordance with its policies at <http://support.sas.com/techsup/support.html> which policies may be updated from time to time. Technical support for Customer Materials, if any, will be the responsibility of the provider of the Customer Materials. The provider of Customer Materials may contact EIS on behalf of Customer in conjunction with technical support issues in the event such provider believes the issue to be connected to the System.
  5. **System Access Privileges.** Only those Users and Customer Service Providers expressly authorized by Customer will have the right to access the System. Customer will provide, through the EIS approved authentication and authorization interface, contact information for each such User and Customer Service Provider, including company name, first name, last name, and email address. Customer will only provide such information of its Users and Customer Service Providers as it is authorized to do so. Customer will secure the written consent of each User and Customer Service Provider before providing such information to EIS.
  6. **Service Level Warranty for Hosting Services.**
    - 6.1. **Definitions.**
      - 6.1.1. **Downtime** means any period of unavailability of the System due to EIS' failure to provide Hosting Services for such period, excluding any such period of unavailability due to a Planned Outage, any outage due to Customer Materials or any outage beyond EIS' reasonable control.

- 6.1.2. Planned Outage means any outage resulting in unavailability of the System due to maintenance activities associated with the System or the Internet Data Center or any other outage as scheduled by EIS.
- 6.1.3. Service Credit means, with respect to this Order Form, an amount equal to 0.5% of the Hosting Services Fees for the current annual period or One Thousand Dollars (\$1,000.00), whichever is greater, up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00).
- 6.1.4. System Maximum Monthly Downtime means seven (7) hours of Downtime per calendar month, which has been calculated based on a ninety-nine percent (99%) up-time level for the System.
- 6.2. Service Level Warranty. EIS warrants that the System will experience no more than the System Maximum Monthly Downtime during each calendar month during the Term of this Order Form provided all required Customer Materials are submitted to EIS by Customer in accordance with the Agreement (“Service Level Warranty”). EIS will cause its subcontractor to monitor the Hosting Services and determine Downtime. This Service Level Warranty will not commence until the System has been released for production use and will continue until the expiration or earlier termination of the Term of the applicable Order Form.
- 6.3. Applicability.
  - 6.3.1. The Service Level Warranty applies to Customer’s production System(s) only and specifically excludes any telecommunications lines.
  - 6.3.2. The Service Level Warranty will not apply to: (a) any modification of the System by anyone other than EIS or its subcontractors; (b) Additional Services or technical support; or (c) any performance issues: (i) attributable to any cause described in the Force Majeure section of the Contract; (ii) that resulted from any actions or inactions of Customer or any third parties outside of EIS’ or its subcontractor’s control including, but not limited to third party provider(s); (iii) that resulted from Customer’s equipment and/or third party equipment (not within the sole control of EIS or its representatives); (iv) that resulted from Customer’s failure to comply with the System Usage Rules set forth in this Attachment A; (v) attributable to the Customer Materials; or (vi) attributable to Third Party Products.
  - 6.3.3. If EIS is unable to process Customer Materials as a result of the unavailability of the Customer Materials, EIS will notify Customer and Customer will make available the Customer Materials or the corrected Customer Materials, as applicable. Unavailability of Customer Materials includes, but is not limited to, (a) Customer’s failure to make available the Customer Materials in a timely manner; (b) Customer’s providing corrupt, incomplete or nonfunctional Customer Materials; or (c) Customer’s altering the Customer Materials. EIS will process the Customer Materials or corrected Customer Materials as soon as commercially practicable after they are made available, and will process any subsequently available Customer Materials sequentially thereafter, as applicable. EIS will notify Customer once any delays in the availability of the System are resolved. Any delays in the availability of the System occurring as a result of the Customer Materials will not be deemed a breach of the Service Level Warranty and EIS will not be liable for providing Customer with any Service Credits.
  - 6.3.4. Any unavailability of the System occurring as a result of matters identified below in Section 6.4 (Planned Outages) or Section 6.5 (Temporary Service Suspensions) will not

be deemed a breach of the Service Level Warranty and EIS will not be liable for providing Customer with any Service Credits.

- 6.4. Planned Outages. The System may be unavailable during a Planned Outage. EIS will use reasonable efforts to provide Customer with at least three (3) days' notice prior to a Planned Outage that will limit Customer's access to the System.
- 6.5. Temporary Service Suspensions. Customer's access to any portion or all of the System may be suspended if EIS reasonably determines that: (a) there is a threat or attack on the System (including a denial of service attack) or other event that may create a risk to the System, the Internet Data Center or any of its tenants, Customer or any other EIS or SAS customer; (b) Customer's use of the System or the Customer Materials disrupts or poses a security risk to the System or any other EIS or SAS customer, may harm the System, the Internet Data Center or any of its tenants, or any other EIS or SAS customer, or may subject EIS, its subcontractor, or any third party to liability; (c) Customer is using the System for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or has become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (e) Customer is using the System in breach of the Agreement; or (f) Customer is in default of its payment obligations hereunder and there is an unusual spike or increase in Customer's use of the System (collectively, "Service Suspensions"). EIS will use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and will provide updates regarding resumption of availability of the System following any Service Suspension. EIS will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension and Customer will not be entitled to Service Credits for any Service Suspension.
- 6.6. Service Credits. Service Credits will apply to Customer's production System(s) only. EIS will provide Customer with one (1) Service Credit for any calendar month in which the System Maximum Monthly Downtime is exceeded, provided that Customer requests each such Service Credit within seven (7) days of the end of such calendar month. Customer's failure to request a Service Credit within this timeframe will result in forfeiture of the Service Credit for that month. Any Service Credits received by Customer will be applied to reduce the immediately succeeding invoice for Hosting Services Fees, unless the Service Credit is due in the final period of the Term, in which case EIS will refund to Customer the amount available as a Service Credit.
- 6.7. Maximum Service Credits. Notwithstanding anything contained above in Section 6.6 (Service Credits) to the contrary, the maximum number of Service Credits available to Customer with respect to an applicable Order Form during the Term will be four (4) for each annual period.
- 6.8. Termination. Customer may terminate this Order Form for cause and without penalty in the event Customer receives a total of four (4) Service Credits during any annual period under this Order Form and EIS has exceeded the System Maximum Monthly Downtime under an Order Form in any subsequent calendar month during such annual period, provided Customer notifies EIS of its intention to terminate within five (5) days of the end of such subsequent calendar month.
- 6.9. Exclusive Remedies. Sections 6.6 (Service Credits), 6.7 (Maximum Service Credits) and 6.8 (Termination) state Customer's sole and exclusive remedy for any noncompliance with the Service Level Warranty. **EIS AND ITS LICENSORS MAKE NO WARRANTY THAT THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION OR THAT ANY DATA TRANSMISSIONS TO, FROM, OR THROUGH THE SYSTEM**

**WILL BE COMPLETELY SECURE; PROVIDED, HOWEVER, THAT EIS WILL UTILIZE THE SECURITY MEASURES DESCRIBED IN SECTION 7 (SECURITY) BELOW.**

7. **Security.** EIS will take reasonable technical and organizational security measures, as described in this Section, that are designed to protect against unauthorized System usage or access. Customer agrees that the security architecture specified below will be deemed to be reasonable security precautions. EIS will provide Customer with the standard security offering described below at no additional charge over the Hosting Services Fees.

7.1. Network and Logical Security.

- Firewall Security:
  - Firewalls establish secure gateways.
  - Logging and address translation are all accomplished at the firewall.
  - Firewall configurations deny services until successful authentication.
  - Firewall access is restricted to secure access connections.
  - Changes to firewalls must be approved.
  - Configuration changes are monitored daily.
  - Logging of deny records only.
- Web applications within the System are accessible via authorized IPs (not exposed to the Internet) unless otherwise specified in the relevant Order Form.
- A security log management system that includes firewall logs is maintained.
- Routers and load balancers are configured to allow only necessary protocols to be routed to specific hosts.
- Anti-virus software used (Microsoft servers).
- Protection from unauthorized access:
  - Firewalls and routers are controlled via access control lists.
  - Server configurations record details about accesses.
  - Privileged access and authentication logs are regularly monitored and reviewed.
- System hardening.
- Daily threat assessment subscription.
- Vulnerability assessment performed on Internet-facing assets.
- System patch management - System center configuration manager:
  - Review, approve, and install patches and security updates as required.
- Privileged access for Customer environments:
  - Quarterly reviews of privileged access;
  - System administrator access is conducted through a secure connection.

7.2. Physical Security.

- Restricted access.
- Badge readers and multi-factor authentication.
- Badges must be worn and visible at all times.
- Access transaction report.
- Camera monitoring.
- Visitor access logging.
- Backup power supply.
- Fire suppression systems and monitoring.
- Environmental systems monitor and alert to humidity and temperature.
- Multiple Internet providers/gateways.

### 7.3. Personnel Security.

- Access to a hosting instance is available only after successful entry of a unique combination of User ID and password using strong password policies.
- Access to the hosted solutions will be restricted to those Users who require access.
- All Users must login with a User ID and password and require encrypted protocols over public networks.

### 7.4. Data Security.

- Non-public Customer Materials must be sent to EIS' subcontractor via encrypted protocols except where specifically agreed otherwise in writing by the parties.
- Customer Materials are logically separated within the hosting environment.
- Access to Customer Materials is limited according to the principle of least privilege.
- Backups are securely maintained.

### 7.5. Security Testing.

- SSAE 16 Service Organization Control (SOC 2 and 3) Type II audits completed annually by a third party.
- Global network penetration test conducted annually. Penetration test results are considered SAS' Confidential Information.
- Penetration tests performed for new and significantly-changed production applications that are exposed to the Internet.

### 7.6. Other Security Measures.

- System administrator authorization and server authentication will be employed as measures to protect data transfers. For externally facing access, server authentication will be accomplished using digital certificates issued by DigiCert or other reputable certifying authority.

8. **System Usage Rules.** These System usage rules ("Rules") cover Users' access to and use of the System. In the context of this Section, the term "Users" will include all Customer Service Providers

who are authorized to access the System. Customer agrees that Users will adhere to and abide by all of these Rules and other written reasonable guidelines provided to Customer from time to time. EIS reserves the right to terminate or limit use of the System without notice in the event of any unauthorized access to or use of the System.

8.1. Access to the System. Customer will make available and maintain an appropriate and mutually agreed upon communications link and any other technology or hardware required for the System to operate properly between Customer and EIS' subcontractor. Any proxy services that are external to Customer must be sanctioned by Customer and approved by EIS' subcontractor before they may be used to access the System. Only Users may access the System. Customer will provide prior written notice to EIS of any changes to the User information and the list of Users. EIS will issue initial passwords, User IDs, and/or other verification codes (collectively "Passwords") to each User of the System. Thereafter, Passwords will be maintained by the User or designated Customer administrator who is an employee of Customer. Customer will not permit Users to allow any unauthorized person to have access to the System or their respective Passwords. Users will be responsible for maintaining the confidentiality of their respective Passwords and will notify EIS immediately upon becoming aware of any loss or theft of their Password or any unauthorized use of such Password.

8.2. Use of the System. Customer and Users will not:

- misuse or abuse any EIS, its subcontractor, or third party property (including, without limitation, software, equipment, networks, and network devices);
- make any unauthorized use of or interfere with any property of EIS, its subcontractors, or any EIS or SAS customer;
- engage in any activity in violation of the law or that aids or assists any criminal activity in connection with the access or use of the System;
- impair or disrupt any connections to the System;
- interfere or attempt to interfere in any manner with the functionality or proper working of the System;
- remove, obscure or alter any notice of ownership or any other intellectual or proprietary right appearing on or contained within the System;
- use any open source software in connection with the System in any manner that requires, pursuant to the license applicable to such open source software, that any part of the System be (a) disclosed or distributed in source code form; (b) made available free of charge to recipients; or (c) modifiable without restriction by recipients;
- reverse engineer, disassemble or decompile any part of the System; or
- upload any software or application(s) to the System except as expressly allowed subject to Section 8.4 (Customer Materials) of this Attachment A.

8.3. Prohibited Activities. Customer will not, and will not permit any User to, use the System to do any of the following:

- send unsolicited marketing material or communications in any form (commonly referred to as "SPAM");
- engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without

appropriate permission, using third party trademarks without appropriate permission or attribution, or using or distributing third party information protected as trade secret information in violation of a duty of confidentiality;

- engage in any activities or actions that would violate the personal privacy rights of others, except as permitted by applicable law;
- send or transmit harassing, abusive, libelous, or obscene materials or assist in any similar related activities;
- intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses;
- engage in any activities or actions intended to misuse or abuse Users' Passwords or other Confidential Information;
- use the System for any illegal purpose, in violation of any applicable laws or regulations, or in violation of the rules of any other service provider engaged by or for the benefit of Customer; or
- assist or permit any person to engage in any of the activities described above.

If Customer becomes aware of any prohibited activities described in this Section, Customer will use reasonable efforts to remedy such activities promptly, including, if necessary, limiting or terminating a User's access to the System, and inform EIS of such activities.

#### 8.4. Customer Materials.

- 8.4.1. Customer will be responsible for: (a) providing EIS, in a mutually agreed upon format, all Customer Materials required by Customer and (b) providing SAS all data sources and business rules necessary for input into the System unless otherwise provided in this Order Form. Failure by Customer to make available to EIS any required Customer Materials within the mutually agreed upon format and timeframe may result in a delay in EIS' provision of the Hosting Services and/or Additional Services. Any schedule changes resulting from such delays will be managed through a change control process and additional Fees may apply.
- 8.4.2. Where the Customer Materials include software and/or data licensed by the Customer, Customer must obtain (a) a license from the software and/or data provider for EIS to host and use such software and/or data and (b) prior written approval from EIS before such software and/or data may be used in conjunction with the System.
- 8.4.3. At Customer's request, EIS may make available certain third-party websites within the System ("Third Party Websites"). EIS disclaims all responsibility for the availability or security of the Third Party Websites and for any content that appears on the Third Party Websites. All such content will be deemed Customer Materials.
- 8.4.4. Customer will ensure that its use of the Customer Materials that Customer and Users store, collect, transmit, and receive, by or through the System, complies with all applicable laws, regulations and these Rules, and that Customer's use of such Customer Materials does not violate the license terms, terms of use, or other usage terms as set forth by the providers of such Customer Materials.
- 8.4.5. Prior to transmitting any data to EIS, Customer will complete and submit to EIS any applicable data classification form(s) as provided by EIS to Customer. Customer will

transmit Customer Materials to EIS only using methods that have been designated by EIS for that purpose. If any Sensitive Information is sent to EIS or its subcontractor in violation of the Agreement, Customer will reimburse EIS for such costs as may be incurred to extract, delete, remove and otherwise expunge or sequester such information from the System (collectively "Deletion Activities"). EIS will have no liability whatsoever for any loss of or damage to such Sensitive Information associated with such Deletion Activities. EIS has the right, but undertakes no obligation, to monitor the Customer Materials.

8.4.6. If Customer requires EIS to assist with qualification or validation activities related to the System, EIS must approve such activities in writing prior to their implementation. Customer will provide to EIS the appropriate information to enable EIS to qualify or validate the System as integrated with the Customer Materials. Additional fees may apply for any such qualification or validation activities.

8.4.7. EIS will have no obligation to provide any support, maintenance or upgrades pertaining to Customer Materials. Customer will be solely responsible for providing or arranging for the provision of all such services. Customer will be responsible for providing or arranging for the provision of all upgrades for Customer Materials, including up-to-date virus protections, and will coordinate the timing of the same with EIS. No warranties or indemnities made by EIS in the Agreement will apply to Customer Materials.

8.4.8. EIS reserves the right to disengage and take Customer Materials offline in the event of any emergency situation or any threat or perceived threat to the System related to the Customer Materials. EIS will not be responsible for any adverse performance impact to the System or Downtime attributable to Customer Materials or to any such disengagement. EIS will not be responsible for any compromises to the confidentiality, integrity, or availability of the System or of any Customer Materials that are attributable in whole or in part to Customer's use of Third Party Websites or Customer Materials.

8.5. Customer Service Providers. Customer will notify EIS prior to engaging any Customer Service Provider to perform services with respect to the System. Access to the System by all Customer Service Providers is subject to EIS' prior consent which will not be unreasonably withheld. EIS reserves the right to conduct reasonable background checks on all Customer Service Providers. All Customer Service Providers must sign a non-disclosure agreement and any other agreement as reasonably required by EIS prior to accessing the System provided, however, that Customer will remain responsible for any access to the System by Customer Service Providers in any manner that is inconsistent with the terms and conditions of the Agreement or that violates EIS' rights under any applicable laws including, but not limited to, any laws that protect EIS' licensors' intellectual property rights. Any computer code or documentation delivered by Customer Service Providers will be considered Customer Materials and will be subject to the terms and conditions of the Agreement, including Section 8.4 (Customer Materials) of this Attachment A. EIS reserves the right to charge Customer additional Fees for any efforts required of EIS with respect to services provided by Customer Service Providers.

8.6. Modification of Rules. SAS may change these Rules upon thirty (30) days' notice to Customer, which notice may be provided by posting such new Rules on the System.

9. Security Audit. A Customer employee or an independent third party auditor mutually acceptable to both parties ("Auditor") may conduct, at Customer's expense, one (1) postal or on-site audit during the Term of an Order Form to verify that EIS is in compliance with its security and data protection obligations under the Agreement ("Security Audit"). Customer will conduct on-site Security Audits



at SAS' corporate headquarters in Cary, North Carolina, USA during SAS' normal business hours. Neither EIS nor SAS will be required during such Security Audit to disclose any information relating to other customers or to third parties. Customer must provide EIS and SAS with at least thirty (30) days' written notice prior to conducting an on-site Security Audit. On-site Security Audits must not interfere with SAS' normal business operations and will not exceed three (3) SAS Business Days. The Auditor must sign a confidentiality agreement with SAS prior to conducting the Security Audit and will comply at all times with SAS' security rules, policies and procedures. SAS will cooperate with the Auditor by: (a) making applicable records available; (b) providing copies of such records as requested for review by the Auditor on SAS' premises; and (c) directing SAS employees to reasonably cooperate. Customer may request additional Security Audits during the Term of an Order Form provided, however, that Customer may not conduct more than one (1) Security Audit during any twelve (12) month period. Notwithstanding the foregoing, exceptionally, and subject to the other conditions of this Section, Customer may conduct a Security Audit more than one (1) time in a twelve (12) month period if required by applicable law, an order of a regulatory authority, or as otherwise agreed by SAS.

10. **Disclaimer of Actions Caused by, or Under the Control of, Third Parties.** Neither EIS nor its subcontractors exercise any control over the flow of information to or from the System, SAS' network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions of such connections. Although at all times during the Term, EIS will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, EIS cannot guarantee that such events will not occur. **ACCORDINGLY, EIS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ALL SUCH EVENTS AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.**
11. **Additional Termination Rights.** EIS may suspend Customer's access to and use of the System immediately upon written notice to Customer, and terminate an Order Form upon thirty (30) days' prior written notice (if Customer fails to cure any of the conditions in (a) through (c) below within such thirty (30) day period) if it reasonably determines that: (a) Customer's use of the System or the Customer Materials poses a security risk to the System or any other EIS or SAS customer, may harm the System or any other EIS or SAS customer, or may subject EIS or SAS or any third party to liability; (b) Customer is using the System for fraudulent or illegal activities; or (c) EIS' continued provision of System to Customer is prohibited by applicable law. Additionally, in the event any third party provider terminates an agreement pursuant to which EIS or its subcontractors has acquired rights to use facilities or services necessary to provide the Hosting Services, EIS may, at its option, by providing at least ninety (90) days' notice to Customer, either (a) terminate this Order Form or (b) relocate the System to an alternate Internet Data Center and/or obtain other alternate facilities or services to enable EIS' continued provision of the Hosting Services. In the event EIS terminates an Order Form in accordance with the immediately prior sentence, EIS will refund to Customer a pro rata portion of any Hosting Services Fees paid by Customer under such Order Form calculated from the date of termination through the end of the Term covered by such payment.

## ATTACHMENT B

### Terms and Conditions Applicable to Certain Third Party Products

#### **Microsoft Corporation Software Products**

The following terms apply, in addition to the terms and conditions of the Agreement, in the event Customer uses software owned by Microsoft Corporation (the “Microsoft Product,” singularly, or the “Microsoft Products,” collectively) as provided by EIS in conjunction with the System. In the event of a conflict between the following terms and the terms and conditions of the Agreement, the following terms shall control.

- (i) Customer may not remove, modify or obscure any Microsoft copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Products. Customer may not use any Microsoft logos in any manner whatsoever;
- (ii) Customer may not reverse engineer, decompile or disassemble the Microsoft Products except to the extent that such activity is expressly permitted by applicable law;
- (iii) Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect or consequential, arising from the Microsoft Products;
- (iv) EIS or a third party on EIS’ behalf (and not Microsoft or its suppliers) will provide technical support for the Microsoft Products;
- (v) EIS and its subcontractor are required to submit periodic reports to Microsoft containing information about end users of the Microsoft Products. Customer understands and agrees that these reports may include Customer’s name, location and basic information about Customer’s usage of the Microsoft Products within the System. This disclosure is an exception to any confidentiality obligation EIS or its subcontractor may have to Customer under any related agreement;
- (vi) Microsoft shall be deemed a third party beneficiary to the Agreement with the right to enforce the terms of the Agreement and to verify Customer’s compliance with the terms of the Agreement with respect to the Microsoft Products.
- (vii) **No High Risk Use.** The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Customer may not use the Microsoft Products in any application or situation where the Microsoft Products’ failure could lead to death or serious bodily injury of any person or to severe physical or environmental damage (“High Risk Use”). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation; nuclear or chemical facilities; life support systems; implantable medical equipment; motor vehicles; or weaponry systems. High Risk Use does not include utilization of Microsoft Products for administrative purposes, to store configuration data, as engineering and/or configuration tools, or for other non-control applications the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function; and
- (viii) Microsoft may remove or discontinue any Microsoft Product at any time. In such event, EIS will no longer offer such Microsoft Product for Customer’s use.

**Executive Information Systems, LLC**

**Customer**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_