

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-4368
EIS LICENSE ATTACHMENT

DIR Contract No. DIR-TSO-4368 and the following terms shall apply to the license of any SAS Institute Inc. ("SAS") software by a Customer. Software terms set forth below shall apply to licenses to be installed onsite at Customer's location (or approved third party designee).

1. License Grant; Authorized Use. Pursuant to the terms of DIR Contract No. DIR-TSO-4368 which include the terms of this Attachment, EIS hereby grants Customer a nonexclusive, nontransferable and nonassignable license to use the Software specified on a valid Purchase Order and accompanying online documentation made available by EIS with each license of the Software ("Documentation") with the operating systems agreed upon by the parties. Except as otherwise provided in a Purchase Order, the Software may be accessed only by Customer's employees, contractors, and other personnel working under the direction of or in conjunction with the Customer ("Users") doing work in the United States ("Territory") for the sole benefit of Customer. Software usage shall be limited to the license scope restrictions described herein. Customer's use of Documentation may only be used in support of its authorized and licensed usage of the Software.

- (a) Software provided under this Attachment will be authorized to operate for fifty (50) years.
- (b) Following the initial 12-month period hereunder, maintenance for desktop and server Software will be renewed on an annual basis subject to the then applicable maintenance fees available from EIS or other fees mutually agreed upon by the parties.
- (c) Mainframe software that may be licensed under this Contract is on an annual basis. The mainframe software may be renewed at the mutual agreement of the parties. The first license period will be for 12 months.

1.1. Uses of the Software. Customer may not use the Software or its Documentation (a) to create a commercial offering or product directly or indirectly competing with an offering or product from EIS' licensors, or (b) for the benefit of any person or entity where such use may result in the creation of a commercial offering or product directly or indirectly competitive with an offering or product from EIS' licensors. Customer may process only the following types of data through the Software: (a) Customer's data derived from Customer's operations in the Territory, (b) data purchased, licensed or leased from a third party by Customer; and (c) publicly available data (for example, national census data) (collectively, "Permitted Data"). Customer may not process any data, including Permitted Data, through the Software 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 Software to third parties or Related Entities nor may Customer use such results for the benefit of third parties.

2. Authorized Hardware. Customer shall only install software on hardware owned or leased by Customer ("Authorized Hardware") identified to EIS running a SAS supported operating system. All Authorized Hardware must be located in the Territory. If the Authorized Hardware is personal computer hardware, the Authorized Hardware must be owned or leased by Customer or Customer's employees. The term "personal computer" includes desktop computers, laptop computers, tablet computers, handheld computers, mobile devices and any other computing

device running a personal computer or mobile operating system. All other Authorized Hardware must be owned or leased by Customer and located on Customer's premises. Some Software is not available for use on all types of Authorized Hardware. Customer must notify EIS of changes to any Authorized Hardware. Customer may not share its usage of the Software by allowing other parties to time-share Customer's Authorized Hardware. Customer may use the Software only with the operating system listed on a Purchase Order. Not all Software will operate on all operating systems.

3. Components. Software components may be used only through the Software with which they are bundled and Customer may not use or deploy any individual component outside such bundle or as a replacement for other SAS software.

4. Product Authorization Code. Customer may allow Users to access only Software licensed to Customer for which Customer receives a Product Authorization Code. Customer shall not allow Users to install or attempt to use other products contained on media received pursuant hereto. The "Product Authorization Code" is a component of the Software that enables the Software to operate for the applicable license period. At each new license period, or if required as a result of changes in Authorized Hardware or Software, Customer must apply a new Product Authorization Code to keep the Software operating. EIS is not required to provide the Product Authorization Code if Customer is in breach of these terms or has not paid license fees. Customer may allow only Users to access the Product Authorization Code. Customer acknowledges and agrees that the Product Authorization Code is the confidential and proprietary information of EIS or EIS' licensors. Refunds are not available for Software licenses after a Product Authorization Code has been provided.

5. Installations. Unless otherwise set forth in a Purchase Order, each Software license entitles Customer to a single configured installation of the Software. For any Software offering 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. For all other Software, "single configured installation" includes installation of the Software on a single item of Authorized Hardware or on the number of items of Authorized Hardware specified on the applicable Purchase Order.

6. Back-up Installations. In addition to the installations authorized in the applicable Purchase Order, Customer may install the Software on back-up hardware that is inactive or dormant ("Back-up Hardware"). If Customer wishes to implement a back-up system with Software that is operable or active, additional fees may apply. In the event the Software installed on the Authorized Hardware fails to operate due to unforeseen natural or human-induced events, Customer may activate the Back-up Hardware until the failure can be rectified. Customer must contact EIS prior to activating the Back-up Hardware to request a Product Authorization Code that will enable the Software to operate on the Back-up Hardware

7. Copying. Customer may copy the Software only for (a) disaster recovery and back-up purposes, and (b) installation of personal computer Software authorized hereunder. All copies remain the property of EIS' licensors. Customer may deliver a copy of the Software to a disaster recovery contractor to perform temporary disaster recovery work for Customer. Customer shall give EIS the name and address of the disaster recovery contractor before delivery and EIS will provide such information to EIS' licensor. The identical copyright notices and any other proprietary rights notices found on the original Software media must be reproduced on all copies authorized under this Section.

8. Title; Source Code. Notwithstanding anything else to the contrary, title to the Software and its documentation remains with EIS' licensors at all times. Copyright notices and other proprietary rights notices in the Software shall not be deleted or modified. These terms do not transfer any ownership rights. Source code from which the Software object code is derived ("Source Code") is not being provided and is a trade secret of EIS' licensors to which access is not authorized. Neither Customer nor any other User shall reverse engineer, reverse assemble or decompile the Software or in any way attempt to recreate the Source Code, except and only to the extent applicable laws specifically prohibit such restriction.

9. Software Maintenance. As long as customer pays maintenance fees, in the case of desktop and server based Software, or license fees, in the case of mainframe Software, EIS will use reasonable efforts, either by telephone, electronically or in writing, to help Customer solve specific problems with installation or use of the Software within the Territory. It may not be possible for EIS to solve all problems or correct all errors in the Software. From time to time, EIS may make available, and Customer agrees to use reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, EIS' licensors may add, change or delete individual components or functionality in new releases. Such Software modifications shall be subject to these Terms. If Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time. EIS' obligations in this section are subject to the following: Customer shall: (a) when requesting technical support, notify SAS (as manufacturer of the Software) of any modifications to the Software not made by EIS, or at the direction of EIS; and (b) establish technical contacts with knowledge about the Software and Customer's use of the Software who will be qualified to provide EIS with information necessary for EIS to diagnose and remedy any problems with the Software. Failure to comply with these terms may result in longer response and resolution times. EIS will subcontract its technical support obligations under this Contract to SAS.

10. Limited Warranties and Representations.

10.1 EIS warrants that each production release of the Software shall substantially conform to its documentation including any updates thereto, and the Software and the media on which it is installed shall be free of software viruses when received by Customer. As the exclusive remedy for breach of these warranties, EIS, at its option, shall: (a) repair the Software; (b) replace the Software; or (c) terminate the Software license and refund the fees paid by Customer to EIS for the Software at issue during the then-current license period.

10.2 Notwithstanding anything else to the contrary, EIS and its licensors disclaim all other warranties, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose, or arising as a result of custom or usage in the trade or by course of dealing. Without limiting the generality of the foregoing, EIS does not warrant or represent that the Software will result in compliance, fulfillment, or conformity with the laws, rules, regulations, requirements or guidelines of any governmental agency.

10.3 Certain third party vendors, including SAS (collectively "Third Party Licensors") sublicense components to EIS which are contained in the Software. Such Third Party Licensors provide their Software "as is." Third Party Licensors are not liable for direct, special, incidental, indirect, consequential, punitive, or reliance damages (arising in tort or otherwise), or for any claim made against a Customer by any party even if they have been informed of the possibility of such damages. Nothing in this section nullifies EIS' express

warranties or liabilities relating to the Software, including Software components licensed by EIS from Third Party licensors under the Contract.

10.4 Software licensed by a Customer may be provided with certain free and open source software (“FOSS”) identified in the documentation or applicable Purchase Order. Customer’s right to use such FOSS shall be governed by the applicable FOSS license agreement instead of the terms of the Contract.

10.4 Customer shall (a) implement procedures to verify accuracy of data input and output while using the Software, (b) be responsible for ensuring that all data and software used with the Software is adequately duplicated, documented, and protected, (c) inform all parties authorized to use the Software of the relevant terms hereof and any related user documentation, and be responsible for their adherence to such terms, and (d) keep records of where the Software is installed and used and the extent of usage of the Software relative to the applicable pricing metrics and usage rights and provide a copy of such records to EIS upon request. Customer agrees that the Software and Services, in and of themselves, will not ensure compliance with laws.

11. Exclusions of Damages; Limitation of Liability. Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-4368. Neither EIS nor EIS’ licensors are liable for any claim against the Customer by a third party relating to use of the Software.

12. Export and Import Restrictions. EIS hereby notifies Customer that United States export laws and regulations apply to the Software. Customer agrees to comply with these and other applicable export and import laws and regulations. The parties expressly agree to exclude herefrom the United Nations Convention on Contracts for the International Sale of Goods.

13. Audit. Upon advance notice to a Customer, EIS (or its licensor on its behalf) will have the right to conduct an onsite audit during Customer’s normal business hours in order to verify compliance with the terms and conditions of this Contract.

14. Services Terms. The following additional terms shall apply to the provision of fixed price (“Fixed Price”) or time and materials (“T&M”) services (in either case, “Services”) as may be specified on a valid Purchase Order:

14.1 EIS grants Customer a nonexclusive, nontransferable, non-assignable, royalty-free license to use any documentation, computer code, deliverables (if specifically identified in an attachment or statement of work to a Purchase Order) or other materials delivered by SAS in connection with the Services (“Work Product”) only for the Software with which the Work Product operates and only for as long as Customer maintains a license for such Software. EIS has no obligation to provide continued support or maintenance for any Work Product. Ownership of the Work Product, including any intellectual property embodied therein, and any techniques, skills, concepts or know-how that are utilized or developed while performing the Services remains with EIS or its licensors. Prototype systems and sample programs furnished by EIS are designed to help Customer to use the Software and for demonstration purposes; they are not intended to be used for production purposes without appropriate testing by the recipient. EIS shall subcontract delivery of Services to SAS.

14.2 EIS warrants that the Services will be performed by qualified personnel in a workmanlike manner. The exclusive warranty law remedy for breach of this warranty is refund of fees paid for the Services at issue. EIS warrants that it has the right to license the Work Product to a Customer. The exclusive warranty law remedy for breach of this warranty is to (i) modify the Work Product, (ii) obtain rights for Customer to continue to using the

Work Product, or (iii) terminate the license for the Work Product at issue and refund the fees paid for the Services at issue. EIS' indemnification obligations and the disclaimers of warranty and exclusions of consequential damages and limitations of liability contained in the Contract also apply to any Work Product and Services. EIS disclaims all other warranties, express or implied, with respect to the Services and Work Product provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing.

14.3 With respect to any T&M Services specified on a Purchase Order, the following apply: EIS will provide (a) the Services described in a Purchase Order (including any statement of work or attachment thereto), and (b) a limited license in relation to any Work Product. As used herein, the term "Time and Materials" means a consultative model where EIS provides Services on a T&M basis at the hourly rates identified on a Purchase Order. EIS' time and a limited license to any Work Product resulting from performance of any T&M Services are the only deliverables to be provided.

14.4 With respect to any Fixed Price Services specified on a Purchase Order, the following terms apply:

EIS will provide (a) the services described in an applicable Purchase Order (including any statement of work or attachment thereto), (b) the deliverables, if any, described in the applicable statement of work ("Deliverables"), and (c) a limited license to any Work Product. As used herein, the term "Fixed Price" means a pre-defined project model where EIS provides Fixed Price Services for a set fee.

Each party agrees to respond to the other in a timely fashion when acceptance of a Deliverable is pending. After delivery, Customer shall accept or reject a Deliverable within ten (10) business days. Failure to reject a Deliverable within this timeframe shall constitute acceptance of the Deliverable. Notice of a Customer's rejection of the Deliverable shall be provided to EIS in writing and shall specify the nature and scope of the deficiencies. In the case of rejection of the Deliverable, the parties agree to adhere to the following timeframes whenever reasonably possible in order to meet the schedule set forth above: EIS shall use reasonable efforts to respond to Customer within five (5) business days after receipt of the rejection notice describing the manner and timeframe in which EIS proposes to correct any deficiencies, or by actually correcting the deficiencies. In the former case, Customer shall use reasonable efforts to accept EIS' proposal for correcting any deficiencies within five (5) business days after receipt of EIS' proposal. Upon EIS' delivery of the corrected Deliverable, Customer shall use reasonable efforts to accept the Deliverable within five (5) business days. Customer's failure to accept a Deliverable or to accept EIS' proposal for correcting any deficiencies gives EIS the right to terminate the applicable Fixed Price Services and refund the fees paid for all Work Product Customer returns to SAS.

Executive Information Systems, LLC

Customer

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____