

## APPENDIX F TO DIR CONTRACT NO. DIR-TSO-4368

### Remote Managed Software and Services

The terms set forth in DIR Contract No. DIR-TSO-4368 and herein shall apply to any Remoted Managed Software and Service offerings specified on a Purchase Order. Additional technical services may also be required and must be further specified on a Purchase Order. A separate order for one or more SAS software products is a prerequisite to receive any RMSS.

#### 1. Definitions.

- 1.1. Application Monitoring Software means software specified by EIS and required to collect data to verify the availability and performance of the System.
- 1.2. Customer Materials means all data, authentication credentials, software, or other materials, including, but not limited to, Prerequisite Software and Application Monitoring Software, but excluding the Software, required for use in the System.
- 1.3. Customer Marks means Customer's trademarks, service marks or trade names that are reproduced or displayed in the System.
- 1.4. Issue Tracking System means the system specified by EIS and used to report, track and monitor issues associated with the Software and/or System.
- 1.5. Prerequisite Software means any third party software required for use with the Software as defined at <http://support.sas.com/resources/thirdparty-support/index.html>.
- 1.6. RMSS Term means the period specified in a Purchase Order during which EIS will perform Remote Managed Software and Services.
- 1.7. Software means the SAS software licensed by Customer pursuant to the Contract.
- 1.8. System means Customer's hardware, network and associated operating system software installed on Customer's premises as they operate together to provide the environment(s) where the Software operates.
- 1.9. System Outage – means any period of unavailability of the System.

2. Remote Managed Software and Services. During the RMSS Term, EIS will perform the remote managed software and services activities as described below ("RMSS") for the environment(s) licensed under a Purchase Order. For the avoidance of doubt, Remote Managed Software and Services does not include services for the System or any other Customer infrastructure. Unless otherwise agreed by the parties, all Remote Managed Software and Services will be performed remotely. RMSS will be delivered by SAS as EIS' subcontractor. EIS may terminate RMSS to a Customer for its failure to adhere to the requirements of this Appendix.

#### 3. EIS Responsibilities.

- 3.1. EIS will perform initial remote installation and configuration of the Software on the System using a mutually agreed upon installation and configuration method.
- 3.2. EIS will provide a pre-installation checklist to Customer.
- 3.3. EIS will provide remote day-to-day operational support for the Software.
- 3.4. EIS will use the Application Monitoring Software to monitor the Software and System and collect metrics for event management, incident management, problem management and change management.
- 3.5. EIS will perform remote installation of Software hot fixes provided by SAS' Technical Support division applicable to the then-current release of the Software installed on the System.

Installation of new releases of the Software by EIS may require additional services subject to execution of a separate services agreement between the parties and payment by Customer of additional fees. Any data migration or customization services required as the result of installation of Software hot fixes or new releases are not included as part of Remote Managed Software and Services and, if performed by EIS, will be provided as additional services subject to execution of a separate services agreement between the parties and payment by Customer of additional fees. Any such additional services will be managed through a mutually agreed upon change management process.

#### 4. Customer Responsibilities.

##### 4.1. Facilities and Personnel. Customer will provide the following at no charge to EIS.

- 4.1.1. Customer will provide the required System to support the Software as defined in the Software system requirements document or specification provided by EIS.
- 4.1.2. Customer will provide adequate facilities, personnel, resources and equipment to support the System where the Software is installed that meet or exceed the environmental and operational instructions provided by the applicable equipment manufacturer.
- 4.1.3. Customer will conduct periodic security scans of the System and will take other reasonable security precautions to protect against the introduction of malware and computer viruses and to prevent unauthorized access to and usage of the System.
- 4.1.4. Customer will provide a Windows based terminal server for connection into the System. Customer must install related third party tools, or enable EIS to install such third party tools, including, but not limited, Putty, Winscp, or xWindows server and any other third party tools as instructed by EIS. The terminal server must provide access to EIS (or its subcontractor) via a virtual private network (“VPN”) tunnel to enable EIS to provide Remote Managed Software and Services for the Software including access from Port 80 and 443 to EIS (or its subcontractor), access from EIS to terminal server Port 3389 and, for Linux based installations, access from EIS (or its subcontractor) to Port 22.
- 4.1.5. Customer will enable necessary ports to facilitate Application Monitoring Software as specified by EIS in the installation requirements.
- 4.1.6. Customer will make available to EIS the initial System environment within thirty (30) days of the Purchase Order. Customer will make available to EIS any additional System environment(s) specified in the Purchase Order on a schedule to be mutually agreed upon between Customer and EIS. Any delay by Customer in providing any System environment may result in work stoppage, resource redeployment and unplanned delays, none of which shall be considered a breach by EIS of the Contract. Any such delay may also result in additional fees payable by Customer.
- 4.1.7. Customer will provide adequate internal System space for continuous operation of the Software.
- 4.1.8. Customer will provide adequate connectivity to provide direct, dedicated, persistent site to site VPN (“Site-to-Site VPN”) access as approved by EIS enabling EIS to access the System to perform the Remote Managed Software and Services in accordance with EIS’ subcontractor’s VPN policies and standards.
- 4.1.9. Customer will acquire a license for and will perform installation and configuration of any required Prerequisite Software and Application Monitoring Software.
- 4.1.10. Customer will download and make available to EIS the SAS Software Depot to enable EIS to perform remote installation of Software on the System.

- 4.1.11. Customer will download, upload or transfer files either to the System or to EIS that are required for installing hot fixes, supporting installation validation and reviewing System and Software logs for problem resolution purposes.
- 4.1.12. Customer will use the Issue Tracking System to report any issues associated with the Software or System.
- 4.1.13. Customer will provide to EIS System logging or reporting diagnostic data, and network diagnostic data, to enable EIS to review System activity and performance.
- 4.1.14. Customer will provide reasonable access to Customer's subject matter experts.
- 4.1.15. Customer will provide all necessary storage to support the data on in the System.
- 4.2. IT Service Management. EIS and Customer will mutually agree upon processes to support event management, incident management, problem management and change management, as applicable. Customer agrees not to make or to allow a third party to make changes to the System or the Software, including but not limited to changes to firmware or system configuration or installation of hotfixes or updates, without prior agreement from EIS via the established change management process. Changes to the System or Software without prior agreement from EIS may result in additional fees and may lead to outages, and unplanned delays which in no event shall be considered a breach by EIS of the Contract.
- 4.3. Backups. Customer will be responsible for all backups of the System, Software and Customer Materials on a regular basis. Customer will provide EIS with access to such back-ups as needed to enable EIS to perform the Remote Managed Software and Services. Customer will undertake appropriate backup, removal, verification and protection of any Software programs, databases and removable storage media.
- 4.4. Customer Materials.
  - 4.4.1. Customer will, at no charge to EIS, be responsible for: (a) providing EIS, in a mutually agreed upon format, all Customer Materials; (b) providing EIS all data sources and business rules necessary for input into the System; and (c) providing any Customer Marks that are to be reproduced or displayed in the System.
  - 4.4.2. Customer grants EIS a non-transferable, non-exclusive, royalty-free license to use the Customer Materials and Customer Marks solely for the purpose of performing the Remote Managed Software and Services. Where the Customer Materials include software, data or other materials licensed by Customer from a third party, Customer must obtain: (a) a license from the provider of the software, data or materials for EIS to use such software, data or materials to perform the Remote Managed Software and Services, and (b) prior written approval from EIS before such software, data or materials may be used in conjunction with the System. Title to Customer Materials and Customer Marks remains with Customer or its licensors at all times.
  - 4.4.3. If the Customer Materials require EIS to qualify, validate or undertake any other similar activities ("Qualification Activities") with respect to the System, EIS must first approve such Qualification Activities in writing prior to using the applicable Customer Materials with the System. Customer will direct each provider of such Customer Materials to provide to EIS, upon request from EIS or Customer, appropriate information to enable EIS to perform Qualification Activities with respect to the System as integrated with the Customer Materials. Additional fees may apply for any such Qualification Activities.
  - 4.4.4. EIS will have no obligation to provide any support, maintenance or upgrades pertaining to Customer Materials. Customer is solely responsible for providing or arranging for the provision of all such services, at no charge to EIS, including ongoing qualification.

Customer is responsible, at no charge to EIS, 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 same with EIS. No warranties or indemnities made by EIS in the Contract will apply to Customer Materials.

4.4.5. 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 missing 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 to EIS in a timely manner; (b) Customer's providing corrupt, improperly formatted, incomplete or nonfunctional Customer Materials; or (c) Customer's altering the Customer Materials. EIS will process the submitted 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 Software or System related to Customer Materials are resolved. Any unavailability of the System or the Software resulting from Customer Materials shall not be considered a breach by EIS of the Contract.

4.4.6. 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. Any resulting adverse performance impact to the System attributable to any such disengagement shall not be considered a breach by EIS of the Contract.

4.4.7. Customer is solely responsible for Customer Materials.

#### 4.5. Customer Warranties.

4.5.1. Intellectual Property Warranty. Customer warrants: (a) that it has the right to license 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 to use the Customer Materials as required for the performance of the Remote Managed Software and Services; 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.

4.5.2. 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.

5. System Access Privileges. Customer will grant EIS remote access to the System as needed to enable EIS to perform the Remote Managed Software and Services. Customer will also grant EIS reasonable on-site access to Customer's data center and the System as may be necessary to enable EIS to perform any Remote Managed Software and Services which cannot be performed remotely. Where required, Customer will provide elevated access permission, including, but are not limited to, sudo to root privileges for mutually agreed upon commands.

#### 6. Maintenance Outages.

6.1. System Maintenance Outage. Subject at all times to Section 4.2 (IT Service Management), Customer may conduct system maintenance services that will result in a System Outage ("System Maintenance Outage."). The System will be unavailable to Customer and to EIS during a System Maintenance Outage. Customer will use reasonable efforts to notify EIS using the Issue Tracking System at least seven (7) days prior to a planned System Maintenance Outage.

- 6.2. Facility Maintenance Outage. Customer or EIS may conduct locally planned or globally planned routine or preventative facility maintenance services at its facilities that may result in a System Outage (“Facility Maintenance Outage.”) The System may be unavailable to Customer and to EIS during a Facility Maintenance Outage. Each party will use reasonable efforts to notify the other party using the Issue Tracking System at least seven (7) days prior to a planned Facility Maintenance Outage affecting the System.
- 6.3. Software Maintenance Outage. EIS will conduct Software maintenance that may result in a System Outage and/or a Software Outage (“Software Maintenance Outage”). EIS will use reasonable efforts to notify Customer using the Issue Tracking System at least seven (7) days prior to any planned Software maintenance that may result in a Software Maintenance Outage.
7. Disclaimer of Actions Caused by, or Under the Control of, Customer or Third Parties. EIS exercises no control over the flow of information to or from the System, EIS’ (or its subcontractor’s) network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by Customer or 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 RMSS 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 ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF CUSTOMER OR A THIRD PARTY.**

**Executive Information Systems, LLC**

**Customer**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_