



Master Licence Agreement Number: 81741  
 Site Number: see below  
 ECM Number: \_\_\_\_\_

**Supplement Number 20 ("Supplement")**  
 to Master Licence Agreement ("MLA")

SAS Software Limited ("SAS")  
 Wittington House, Henley Road, Medmenham  
 Marlow, Buckinghamshire SL7 2EB  
 United Kingdom (CRN: 01316437)  
 Tel: (44) 1 6284 86933 - Fax: (44) 1 6284 83203  
 http://www.sas.com

Customer Name: The Secretary of State on behalf of Department for Work & Pensions (" <b>Customer</b> ")	
Address: Caxton House, Toxhill Street	
Post Code: LONDON, SW1H 9NA	Country (the " <b>Territory</b> ): United Kingdom
Customer Registration Number (" <b>CRN</b> "):	Currency Type: Pound sterling

**SUPPLEMENT GRID**

Software and Subcomponents <sup>1</sup>	Applicable Pricing Metric, Number of Authorised Units <sup>2</sup>	Operating System <sup>3</sup>	Authorised Hardware (CPU/Server Manufacturer, Model type/Serial No.) <sup>3</sup>	Initial Fees* (in above Currency Type)	Licence Beginning Date	Anniversary Date
<b>FOR SAS USE ONLY</b>						
<b>Optional Software.</b>						
<b>Software:</b>	SAS Event Stream Processing (SAS Viya Enabled)	Expanded License Scope – Purchase of Goods & Services (up to £4.0 billion)	Any supported Operating System	Unrestricted	£3,695,000	30DEC2020
	SAS Intelligent Decisioning (on SAS Viya)					
	SAS Visual Forecasting					
	SAS Visual Text Analytics					

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Existing Grid and Viya Software. 889635, 889636, 889633, 889634, 916441, 916442, 916367, 916374, 922184, 922180, 916253

<b>Software:</b>	SAS Grid Manager for Platform	Expanded License Scope - Customer Unlimited Processor Cores	Any supported Operating System			
	Base SAS					
	SAS/CONNECT					
	SAS Enterprise Miner					
	SAS/IntrNet					
	SAS/ACCESS Interface to Oracle					
	SAS/ACCESS Interface to Hadoop					
	SAS/ACCESS Interface to ODBC					
	SAS/ACCESS Interface to PC Files					
	SAS/ACCESS Interface to Impala					
	SAS/ACCESS Interface to Amazon Redshift					
	SAS/ACCESS Interface to Snowflake					
	SAS/OR					
	SAS/SHARE					

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<b>Software:</b>	SAS/QC	Expanded License Scope – Purchase of Goods & Services (up to £4.0 billion)									
	SAS/EIS										
	SAS/IML										
	SAS/ETS										
	SAS Data Management Advanced Server										
<b>Subcomponents:</b>	SAS Metadata Bridge for Oracle										
	SAS Metadata Bridge for Informatica										
	SAS Metadata Bridge for General Industry Standards										
	Quality Knowledge Base Locale for English, World										
<b>Software:</b>	SAS Federation Server										
	SAS Federation Server Driver for Apache Hive										
	SAS/CONNECT (on SAS Viya)										
	SAS Unified Insights MM										
<b>Existing PC Software. SAS site numbers: 631469, 83520, 860316</b>											
<b>Software:</b>	Base SAS						PC Use (700)	WX6 – Windows 64 bit workstation			
	SAS/CONNECT										

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	SAS/AF					
	SAS/EIS					
	SAS/ETS					
	SAS/GRAPH					
	SAS/IML					
	SAS/OR					
	SAS/SHARE					
	SAS/STAT					
	SAS/FSP					
	SAS/TOOLKIT					
	SAS/ACCESS Interface to ODBC					
	SAS/ACCESS Interface to PC Files					
	SAS Learning Subscription	Unlimited Total Learning Users Training Terms and Conditions				

1. When licensed alone or as a Software subcomponent, SAS AppDev Studio software may be used for development purposes only. SAS will list subcomponents only if the pricing metrics, operating systems and/or Authorized Hardware for subcomponents differ from that of the Software or if there is a choice of subcomponent. Unless otherwise noted, the subcomponents listed here are included in the Software licence fee for the Software product with which they are licensed or provided.
2. The pricing metric is used to derive licence fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described in the Pricing Metrics section of this Supplement. Certain pricing metrics contain additional terms that pertain to Customer's use of the Software. Prior to any licence renewal period, SAS may propose pricing metric and licence fee changes in the applicable renewal invoice sent to Customer or some other mutually agreed manner.
3. Customer must provide Operating System and Authorized Hardware information to SAS prior to shipment of Software.
4. Unless otherwise described in this Supplement, these are the first year licence fees for the Software. Fees exclude taxes. Customer is responsible for taxes on its licensing of the Software.

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1. **Document Structure.** The MLA referenced on page 1 of this Supplement does not contain the most current terms and conditions related to Customer's licence of the Software. Accordingly, this Supplement contains terms and conditions which update the MLA with respect to the Software licensed hereunder. The presence of a particular clause or heading in this Supplement does not mean that such clause completely supersedes all the terms and conditions in the MLA, but rather, such clauses shall be read together as long as they do not conflict. In the event of a conflict between specific terms and conditions in this Supplement and those in the MLA, the terms and conditions in this Supplement shall prevail. This Supplement and the MLA shall be referred to collectively as the "**Agreement.**"
2. **Defined Terms.** Any initially capitalised terms not defined herein shall be as defined in the MLA.
  - 2.1. "SAS Unified Insights MM" shall mean as detailed in the following link <https://support.sas.com/rnd/analytics-life-cycle/unified-insights-mm/index.html>
3. **Customer; Related Entities.** This Supplement identifies the Customer entity licensed to use the Software. Any Related Entities permitted to access and use the Software must be identified in this Supplement. As used herein, a "**Related Entity**" is a separate legal entity located in the Territory that is controlled by, is under common control with, or controls Customer. The term "**control**" means (a) for commercial entities, ownership of more than fifty percent (50%) of the voting stock or assets of an entity or (b) for non-profit or governmental entities, statutory or other documented legal authority over the general budget or contracting rights of an entity
4. This Supplement replaces Supplement 14 dated 19<sup>th</sup> November 2011, and Supplement 19 dated 13<sup>th</sup> December 2018.
5. **Software; Documentation.** The Agreement governs Customer's licence of the software listed above and its embedded subcomponents (collectively, "**Software**") and any related on-line documentation made available by SAS with each licence of the Software ("**Documentation**"). Customer may use the Documentation solely in support of its authorised and licensed usage of the Software. Some Software offerings include multiple subcomponents. Only those subcomponents which require a choice by Customer (for example, a choice of database engines) or which are governed by a different pricing metric than the overall Software offering are listed on the Supplement Grid. Unless otherwise authorised in the Pricing Metrics section of this Supplement, Customer may use such subcomponents only as part of the specific Software offering listed on the Supplement Grid, and not individually. For example, if a Software offering includes Base SAS, Customer may not separately use Base SAS for any purpose other than as part of the Software offering with which it is licensed and packaged.
6. **Usage Rights.**
  - 6.1. **Annual Licence; Renewal.** The licence is an annual licence which shall commence as of the Licence Beginning Date set forth on the Supplement Grid. The licence is renewed at the mutual agreement of the parties. Renewal is accomplished by SAS sending an invoice for the applicable Software licence renewal fees and Customer paying the invoice. SAS will make available Optional Software, as detailed on page one. Should the customer wish to continue use of the Optional Software beyond the initial term it will be included as part of the renewal fees as detailed at clause 10.2.
  - 6.2. **Authorised Use.** The licence granted to Customer under the MLA allows Customer to install and use the Software and Documentation only in the Territory set forth on this Supplement, and for the benefit of Customer's operations in the Territory. However, as an accommodation to Customer, SAS authorises Customer to permit Users to travel outside the Territory with Software licensed for use on personal computer Authorised Hardware for up to a total of three (3) months during each annual licence period. Except to the extent allowed by law, Customer may not use the Software or Documentation or permit any other person or entity to use the Software or Documentation to develop an offering or product directly or indirectly competing with an offering or product from SAS. Customer may use the Software to share outputs with other UK government and public bodies, provided such use relates only to the Customer's implementation of welfare, pensions and child maintenance policy. In addition, SAS grants Customer the right to use the Software to confirm with Local Authorities whether members of the population are eligible to vote and can be added to the electoral register. SAS will also allow Customer to process data provided by utility suppliers on behalf of the Department of Energy and Climate Change to support the Customer in performing its obligations in addressing poverty within UK households.
  - 6.3. **Users.** Only Customer's employees and contractors who are located in the Territory and who are performing work solely for the benefit of Customer's operations in the Territory (collectively, "**Users**") may access and use the Software and Documentation. However, Customer may permit employees and contractors located outside the Territory to access the Software and Documentation solely to perform activities related to the technical support and maintenance of the Software and the Authorised Hardware provided Customer allows such access only through a secure remote connection to Customer's Authorised Hardware. Upon reasonable request, Customer will identify any such contractors to SAS by name and address.
  - 6.4. **Parallel run.** The Customer shall be permitted to continue using the SAS software licensed under pages 1 – 8 of Supplement 12 only until 29<sup>th</sup> December 2021 (Parallel Run). In the event the Customer renews the Software licensed herein beyond 29<sup>th</sup> December 2021 until 29<sup>th</sup> December 2023 by paying the fees set out at clause 9.2, SAS will permit the extension of the Parallel Run period until 29<sup>th</sup> December 2023.
  - 6.5. **Authorised Hardware; Operating Systems; Installations; Back-up Hardware.**
    - 6.5.1. **Authorised Hardware.** Customer may install the Software only within the Authorised Hardware configuration described in this Supplement. Except as otherwise provided in the Authorised Use section above, all Authorised Hardware must be located in the Territory. If the Authorised Hardware is personal computer hardware, the Authorised 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 Authorised Hardware must be owned or leased by Customer and located on Customer's premises. Customer must notify SAS of changes to any Authorised Hardware. Customer may not

share its usage of the Software by allowing other parties to time-share Customer's Authorised Hardware.

- 6.5.2. **Operating Systems.** Customer may use the Software only with the operating system listed on the Supplement Grid. Not all Software operates on all operating systems.
- 6.5.3. **Installations.** Each Software licence entitles Customer to a single configured installation of the Software. For any Software offerings designed for operation across multiple hardware tiers as described in the 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 Authorised Hardware or on the number of items of Authorised Hardware authorised in the Software's pricing metric.
- 6.5.4. **Back-up Hardware.** Customer also 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 Authorised 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 SAS prior to activating the Back-up Hardware to request a Product Authorisation Code that will enable the Software to operate on the Back-up Hardware.
- 6.6. **Processing Data through the Software.** Customer may process only the following types of data through the Software: (a) Customer's data derived from Customer's operations in the Territory, excluding aggregated data from other sources, including, but not limited to, data owned or licensed by Related Entities except and only to the extent such aggregated data is used solely in support of 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**"). Unless specifically authorised under this Supplement, Customer may not process any data, including Permitted Data, through the Software in a data service provider, application service provider or marketing service provider arrangement, or 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 or Related Entities.
- 6.7. **Report Access.** SAS recognises that Customer may create reports using the Software that Customer makes available to parties other than Users who may or may not be located in the Territory ("**Report Access**"). Such Report Access shall not be deemed to be outside Customer's licence rights as long as (a) the reports are static (that is, a party other than Users cannot manipulate the results or customise the reports) and (b) the reports have been created using Permitted Data.
7. **Pricing Metrics and Additional Usage Parameters.** The pricing metrics and, if applicable, additional usage parameters described herein apply to the Software and any Software subcomponents listed on the Supplement Grid. In the event of a conflict between the terms and conditions of this section and any other terms and conditions of the Agreement, the terms and conditions of this section shall prevail.
  - 7.1. **Pricing Metrics.**
    - 7.1.1. **PC Use** - The Software license fee is based on the greater of either (i) the total number of Users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.
    - 7.1.2. **Purchase of Goods & Services** - The Software license fee is based on Customer's total annual expenditures for the purchase of goods and services from external suppliers ("**Procurement Spend**").
    - 7.1.3. **Total Learning Users** - The fee is based on the total number of Users (not concurrent) who access the Training during the applicable subscription period.
    - 7.1.4. **Unlimited Processor Cores** - The Software license fee is based on authorization from SAS to install the Software on any quantity of Authorized Hardware consisting of any quantity of physical or virtual cores.
  - 7.2. **Additional Usage Parameters.**
    - 7.2.1. **Expanded License Scope - Customer** – Customer may use the Software solely for the benefit of Customer's operations in the Territory. Notwithstanding anything to the contrary contained in the Agreement, subject to United States export regulations, the Territory does not limit the location of Users or Authorized Hardware. Authorized Hardware may be located on the premises of Customer or a Customer contractor or within a public cloud account controlled by Customer or a Customer contractor. Customer may permit installation of the Software on any quantity of Authorized Hardware consisting of any quantity of physical or virtual cores. Customer will designate a single administrative point of contact to receive all invoices, Product Authorization Codes and Software installation media. SAS will use reasonable efforts to include on its invoices taxes applicable to Customer's license of the Software and Customer agrees to pay such taxes to SAS. Customer is responsible for self-assessment and payment of any additional sales tax, value-added tax, goods and services tax, and other taxes that are not included on SAS' invoice to Customer and that are related to Customer's use of the Software. Customer is responsible for any use of the Software by any party in any manner that is inconsistent with the terms and conditions of the Agreement or SAS' intellectual property rights..
    - 7.2.2. **SAS Enterprise Miner Limited Scope Statement** – Limited Scope – Specific Business Need: Notwithstanding anything to the contrary contained in this Supplement, all components of the SAS Enterprise Miner personal client (including, but not limited to, Base SAS and SAS Enterprise Guide) and the SAS Enterprise Miner thin clients are restricted use components that may be used only for exploring and analyzing Customer data provided from the server where the SAS Enterprise Miner server components are licensed and installed..
    - 7.2.3. **SAS Event Stream Processing (SAS Viya Enabled) Additional Usage Parameters** – Users may use the Software

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solely for the benefit of Customer to process and act upon Events as defined in this Supplement. Customer may install the Software on any number of items of Authorized Hardware located in the Territory. Customer will ensure that any Software metering functionality, as defined in the Software Documentation, is enabled when the Software is installed and will not subsequently disable or otherwise circumvent such metering functionality..

- 7.2.4. **SAS Intelligent Decisioning Solution Purpose Statement** – Limited Scope – Specific Business Need: The Software, including all of its subcomponents, may be used by Users solely for the benefit of Customer to deliver real-time recommendations and decisions to interactive Customer channels..
- 7.2.5. **Training Terms and Conditions** – The Training is subject to the terms and conditions of Attachment A which is attached to and incorporated into this Supplement. In the event of a conflict between the terms and conditions of the MLA and/or this Supplement and the terms and conditions of Attachment A, the terms and conditions of Attachment A shall control..
8. **Product Authorisation Code.** The “**Product Authorisation Code**” is a component of the Software that enables the Software to operate for the applicable licence period. Customer may allow Users to access only Software licensed to Customer for which Customer receives a Product Authorisation Code. Customer shall not allow Users to install or attempt to use other products contained on media received from SAS. At each new licence period, or if required as a result of changes in Authorised Hardware or Software, Customer must apply a new Product Authorisation Code to keep the Software operating. SAS is not required to provide the Product Authorisation Code if Customer is in breach of the Agreement or if all undisputed amounts due under the Agreement are not paid. If any amount due is disputed by Customer, SAS may provide a temporary Product Authorisation Code throughout any good faith discussions to resolve such dispute, up to a maximum period of two months (“Grace Period”). After observing the Grace Period, SAS is not obliged to provide further Product Authorisation Codes and is not liable for damages caused by the resulting Software interruption. Customer may allow only Users to access the Product Authorisation Code. Customer acknowledges and agrees that the Product Authorisation Code is SAS’ confidential and proprietary information.
9. **Source Code; Copying.** Source code from which the Software object code is derived (“**Source Code**”) is not being provided and is a trade secret of SAS and its licensors to which access is not authorised. 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. Customer may copy the Software for (a) disaster recovery and backup purposes as permitted under the Back-up Hardware section of this Supplement, and (b) installation of personal computer Software authorised hereunder. Copyright and other proprietary rights notices in the Software shall not be deleted or modified.
10. **Payment.**
- 10.1. **Licence Fees; Payment Terms.** SAS will invoice Customer for the Initial Fees upon receipt of an executed copy of this Supplement. SAS will invoice Customer for applicable licence renewal fees prior to each annual licence renewal period. Payment terms for all invoices are net thirty (30) days from invoice date.
- 10.2. **Renewal following Initial Term.** Should the Customer wish to renew the licence granted hereunder for up to a further two (2) years then this will be achieved by the Customer paying SAS further annual renewal fees. Renewal fees for license period 30DEC2021 – 29DEC2022 shall be £3,805,850. Renewal fees for license period 30DEC2022 – 29DEC2023 shall be £3,920,026. Such license renewals shall be accomplished by SAS sending an invoice for the applicable Software license renewal fees and taxes and Customer paying the invoice.
- 10.3. **Customer Changes.** Customer shall notify SAS by phone or in writing to change operating systems, Authorised Hardware or any factor affecting the applicable pricing metric or any applicable usage rights. These changes may result in additional licence fees which are calculated as of the date of the change, invoiced upon receipt of notice from Customer and payable as set forth above. Fees described in this Supplement are based on Customer Procurement Spend of up to £4.0 billion. Should the Customer grow beyond £4.0 billion Procurement Spend, additional fees shall be due in the sum of £400,000 for the additional increase to £4.5 billion, except during the initial annual period and if the Customer elects to renew the agreement on a yearly basis to 29DEC23, the Customer will be allowed an unrestricted Procurement Spend limit solely to support with its response to the COVID-19 pandemic.. Fees beyond the £5 billion Procurement Spend will be agreed among the parties.
- 10.4. **Third Party Payments.** Customer may, by written notice to SAS, designate a third party to pay licence fees on Customer’s behalf. Customer shall be responsible for any related charges assessed by such third party. When a third party is designated by Customer to pay fees under the Agreement, SAS will send its standard notices regarding fees only to such third party but all payments due under the Agreement will remain Customer’s ultimate responsibility.
- 10.5. **Processor Core Restrictions.** Notwithstanding section 10.3 and excluding the restriction set out in the “Existing PC software” section of the Supplement Grid, if the Customer renews the licence granted hereunder for a further two (2) years under section 10.2 but wishes to install SAS software that is capable of being subject to physical or virtual core restrictions, SAS and Customer may agree to renew such licence for the renewal fees that are set out in section 10.2 by signing an Amendment, provided the software is installed on no more than 400 physical or virtual cores.
11. **Consultancy Services**
- 11.1. Included in the Initial Fees, SAS shall provide seven hundred and fifty (750) hours of Consultancy Services (as defined in Section 11.2 below) on a time and materials basis during normal business hours (excluding UK bank holidays) as requested and agreed with the Customer in writing. The hours of Consultancy Services shall be available to the Customer up to and including the 29<sup>th</sup> December 2021. SAS shall not be required to provide any hours of Consultancy Services that may be remaining and unused after 29<sup>th</sup> December 2021.
- 11.2. SAS shall provide Consultancy Services relating to, but not limited to:
- 11.2.1. architectural review and support;

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- 11.2.2. consultancy support;
- 11.2.3. attending workshops, 1:1 meetings and interviews as Customer reasonably requires;
- 11.2.4. confirmation of SAS architecture and license requirements;
- 11.2.5. designing a pattern for deploying the Software components; and
- 11.2.6. deployment and engineering support,

(together the "**Consultancy Services**"). For the avoidance of doubt, the expression "Consultancy Services" does not refer to any Software supplied under the MLA.

- 11.3. Following the end of each week worked by SAS personnel providing Consultancy Services, SAS shall provide Customer with the time sheets of such personnel who have performed Consultancy Services. Unless Customer queries a time sheet within two (2) business days of receipt, the provision of such time sheets shall be deemed to be accepted by Customer and the hours worked shall be deducted from the agreed seven hundred and fifty (750) hours. The Consultancy Services provided by SAS under this Agreement shall only be provided in relation to the implementation of the Software and may not be used for other projects that SAS may carry out for Customer or any Related Entity (including but not limited to any remediation work for existing projects or work on new projects).
  - 11.4. Any SAS personnel providing Consultancy Services under this Section 10 shall work under the direction of a Customer Project Manager and a SAS Project Manager if required. The Customer Project Manager and, if assigned, the SAS Project Manager will give day to day instructions to the relevant SAS personnel, including, but not limited to, task allocation and planning.
  - 11.5. Customer shall provide ready access to Customer's staff in order to clarify any requirements set by Customer or provide such information and support as SAS may reasonably require, including the provision of facilities, assistance, resources and lawful access to its systems so as to enable SAS to provide the Consultancy Services.
  - 11.6. Customer shall reimburse SAS for all reasonable expenses, including but not limited to accommodation, travel and subsistence incurred in providing the Consultancy Services.
  - 11.7. Notwithstanding the description of the Consultancy Services set out above at Section 10.2, the only deliverable under this Section 10 is SAS' time spent providing the Consultancy Services as specified herein.
  - 11.8. All intellectual property rights arising from delivery of the Consultancy Services shall automatically vest in SAS or its licensors and Customer undertakes to execute such documentation as may be necessary to perfect the title of SAS (or its licensors) to such rights.
  - 11.9. SAS shall provide the Consultancy Services with reasonable skill and care and shall ensure all personnel supplied to Customer are competent and experienced in the provision of such Consultancy Services.
  - 11.10. SAS does not warrant that the Consultancy Services set out above at Clause 10.2 shall be completed within seven hundred and fifty (750) normal business hours. Customer acknowledges that the timeframe proposed is an indicative estimate for budgetary purposes only. Customer may request additional services at the rates agreed in the estimate in accordance with Clause 11 below.
12. **Additional Services Required:** If additional services are requested by Customer, SAS shall provide Customer with a written estimate of the services including all charges prior to proceeding. Upon receipt of the estimate, Customer shall provide SAS with written acceptance or rejection of the estimate within five (5) business days. In the event Customer fails to respond within such time frame, SAS shall consider the estimate to have been rejected, and SAS shall have no obligation to perform such additional services.
13. **Customer Obligations.** Customer shall: (a) be responsible for verifying the accuracy of its data input and output while using the Software, (b) be responsible for ensuring that all data and software used with the Software are adequately duplicated, documented and protected; (c) inform all parties authorised to use the Software of the relevant terms of the Agreement 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 SAS upon request.
14. **Third Party Licensor Disclaimers and Limitations of Liability.** SAS may embed subcomponents from third party vendors (collectively, "**Third Party Licensors**") in the Software. The terms of the Software license and this Agreement apply to any embedded subcomponents. Third Party Licensors require the additional terms in Sections 11.1 and 11.2 to be included:
- 14.1. **THIRD PARTY LICENSORS DISCLAIM ALL WARRANTIES, TERMS, CONDITIONS OR STATEMENTS, EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THIRD PARTY LICENSORS PROVIDE THEIR SOFTWARE "AS IS."**
  - 14.2. **THIRD PARTY LICENSORS ARE NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY PARTY EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**
  - 14.3. Nothing in this Section nullifies SAS' express warranties or liabilities relating to the Software, including its embedded subcomponents.
15. **Additional Warranty Disclaimer.** The following warranty disclaimer shall be in addition to those set forth in the MLA: **SAS AND**

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**THIRD PARTY LICENSORS DO NOT WARRANT OR REPRESENT THAT: (I) CUSTOMER'S USE OF THE SOFTWARE OR RECEIPT OF THE CONSULTANCY SERVICES WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY OR REGULATORY AUTHORITY; (II) THE SOFTWARE WILL OPERATE UNINTERRUPTED, OR THAT IT WILL BE FREE FROM MINOR DEFECTS OR ERRORS THAT DO NOT MATERIALLY AFFECT SUCH PERFORMANCE, OR THAT THE APPLICATIONS CONTAINED IN THE SOFTWARE OR THE CONSULTANCY SERVICES ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS. CUSTOMER ACCEPTS RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE AND USE OF THE CONSULTANCY SERVICES TO ACHIEVE ITS INTENDED RESULTS AND ACKNOWLEDGES THAT THE SOFTWARE HAS NOT BEEN DEVELOPED TO MEET CUSTOMER'S INDIVIDUAL REQUIREMENTS.**

**16. Exclusions of Damages; Limitation of Liability.**

**16.1. NEITHER CUSTOMER, NOR SAS SHALL IN ANY CIRCUMSTANCES (OTHER THAN THOSE REFERRED TO IN SECTION 13.3) BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER OR NOT SUCH LOSSES OR DAMAGE WERE FORESEEN, DIRECT, FORESEEABLE, KNOWN OR OTHERWISE AND WHETHER THE SAME ARISE IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STATUTE, COMMON LAW OR OTHERWISE): (A) LOSS OF PROFITS (WHETHER ACTUAL OR ANTICIPATED); (B) LOSS OF REVENUE; (C) LOSS OF ANTICIPATED SAVINGS; (D) LOSS OF BUSINESS; (E) LOSS OF OPPORTUNITY; (F) LOSS OF GOODWILL; (G) LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED (WHETHER OR NOT SUCH LOSS OR DAMAGE IS COVERED UNDER SUB-SECTIONS (A) TO (G) ABOVE). SAS SHALL NOT BE LIABLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY RELATING TO USE OF THE SOFTWARE OR RECEIPT OF THE CONSULTANCY SERVICES, EXCEPT THAT SAS SHALL BE RESPONSIBLE FOR THIRD PARTY CLAIMS AS SET FORTH IN THE INDEMNIFICATION SECTION OF THIS SUPPLEMENT. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID FOR THE SOFTWARE AND LICENCES GRANTED UNDER THE AGREEMENT.**

**16.2. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FOR ALL CLAIMS RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO 125% OF THE FEES RECEIVED BY SAS FOR THE SOFTWARE AT ISSUE DURING THE RELEVANT ANNUAL LICENCE PERIOD.**

**16.3.** This section does not apply to the indemnification obligations in this Supplement or to either party's violation of the other's intellectual property rights. The limitations in this section shall apply even if any of the remedies provided in the warranty section of the MLA fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages, so certain provisions of this section may not apply to Customer; however, they apply to the greatest extent permitted by applicable law. Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury caused by the negligence of a party, fraudulent misrepresentation or any other liability which cannot be excluded or limited by applicable law

**17. Indemnification.** Customer agrees to promptly notify SAS in writing of any claim made against Customer for (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Software; or (b) death, personal injury or damage to tangible property, excluding damage to software or data, arising solely from actions for which SAS is legally responsible. Customer further agrees to take any necessary action to enable SAS to control the litigation or settlement of such claim to the utmost extent allowed by law and to cooperate with SAS in the investigation, defence and settlement thereof. Provided Customer complies with this Section, SAS shall indemnify Customer for such claim by paying for the litigation, costs and reasonable attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or settlement approved by SAS. Customer may participate at Customer's own expense. If such claim in (a) above is made or, in SAS' opinion, is likely to be made, then SAS, at its option, may: (1) modify the Software; (2) obtain rights for Customer to continue using the Software; or (3) terminate the licence for the Software at issue and refund the then-current fee paid for such Software. Customer agrees to abide by SAS' decision and, if appropriate, install a different version of the Software or stop using the Software. This indemnification obligation does not apply to the extent: (i) a claim is based on Customer's combination of the Software with other software, or modification to the Software, if such claim would not have been made but for Customer's combination or modification; or (ii) as of the date the claim arose, Customer had not installed the latest version of, or update to, the Software as instructed by SAS prior to such date, if such claim would not have been made if the update or latest version had been installed.

**18. Export and Import Restrictions.** SAS hereby notifies Customer that because the Software is of United States origin, United States export laws and regulations apply to the Software. Both parties agree to comply with these and other applicable export and import laws and regulations. The parties expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods.

**19. Injunctive Relief.** Breach of SAS' or SAS' licensors' intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, SAS may protect those intellectual property rights through temporary restraining orders or injunctions, without the obligation of posting bond.

**20. Non-assignment.** Customer may not assign the Agreement or any of its rights or obligations hereunder whether voluntarily or involuntarily, and whether by means of merger, consolidation, sale of assets, dissolution, operation of law, or by any other manner, without SAS' written permission, which permission will not be unreasonably withheld. Any purported assignment or delegation in violation of this section is void and constitutes a material breach of the Agreement

**21. Audit.** Upon fifteen (15) business days' notice to Customer, SAS will have the right to conduct an on-site audit during Customer's normal business hours to verify compliance with the terms and conditions of the Agreement. Customer shall cooperate with SAS by: (a) making all applicable records available related to Customer's use of the Software at issue; (b) providing copies of the records

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requested; and (c) directing all agents to cooperate. All records provided by Customer will be subject to the Confidential Information provisions set out in this Agreement. If the audit reveals that Customer owes additional licence fees, Customer shall pay the amounts owed and SAS' reasonable expenses in conducting the audit.

22. **Confidential Information.** 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**"). Confidential Information also shall include all information of either party in tangible or intangible form that is marked or designated as confidential. Customer will not disclose source code or individually-identifiable information under this Agreement unless such disclosure is approved in writing by SAS. Confidential Information also includes the terms and conditions of the Agreement; provided, however, that SAS may report the terms of the Agreement to SAS' licensors solely as required by agreements between SAS and such licensors.

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 authorisation 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: (i) in respect of Software, Documentation, and Product Authorisation Codes, for as long as such items remain confidential; and (ii) for all other Confidential Information, for a period of three (3) years from the date of initial disclosure. For the purpose of this section, SAS' parent company, if applicable, subsidiaries and subcontractors shall not be deemed "third parties." The parties may elect in writing to observe the terms in this section when exchanging information in connection with Customer's evaluation of SAS products and services offerings, whether under a Request for Proposal or otherwise.

23. **Third Party Rights.** Except as required for Third Party Licensors to benefit from the section on Third Party Licensor Disclaimers, no term of the Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party.

24. **Complete Agreement; Modifications.** This Supplement constitutes a separate agreement between Customer and SAS incorporating the terms of the MLA. The Agreement and invoices arising under it are the parties' complete and exclusive statement relating to their subject matter. Amendments to the terms of this Agreement must be in writing, signed by both parties, and specifically reference the Agreement. Obligations in the Agreement that by their nature are continuing survive termination or expiration of the Agreement. Additional or different terms on current or future Customer purchasing documents are expressly objected to and rejected.

The individuals signing below represent they have authority to bind the named parties to this Supplement. **UNLESS OTHERWISE AUTHORISED UNDER THIS SUPPLEMENT, ONLY THE CUSTOMER ENTITY USING THE SOFTWARE MAY SIGN THIS SUPPLEMENT.** For example, unless specifically authorised hereunder, a parent company may not sign this Supplement on behalf of a Related Entity.

**Accepted by:**

**Customer: The Secretary of State on behalf of  
Department for Work & Pensions**

**SAS Software Limited**

By \_\_\_\_\_  
Authorised Signature

By \_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

On \_\_\_\_\_  
Date

On \_\_\_\_\_  
Date

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## Attachment A SAS Learning Subscription

SAS agrees that notwithstanding any "clickwrap" or "clickthrough" license terms that the Customer must approve to access the Training, the terms and conditions of this Attachment shall control and the "clickwrap" or "clickthrough" license terms shall be of no force or effect.

1. **Training.** In exchange for Licensee's payment of all applicable fees and compliance with all of the terms and conditions of the Agreement and this Attachment, SAS hereby grants to Customer a subscription to access and use the following training services and related items (collectively, the "Training") during the Term, as defined in Section 13:

- Unlimited access to SAS e-Learning courses for the number of Total Learning Users specified in the Supplement
- 89,980 Subscription Points
- Usage and Completion Reporting
- Access to Extended Learning Pages for the number of Total Learning Users specified in the Supplement
- Learner Support
- Technical Support
- Course Materials, as defined below, provided in connection with any of the above

"Course Materials" shall include, but are not limited to, manuals, books, graphics, course notes, SAS course data, reports, programs, computer code, or any other materials whether in printed, audio, visual or machine readable form that are utilized, developed, or delivered by SAS while providing the Training.

Each component of the Training is described in further detail below. The subscription fee for such Training ("Subscription Fee") for the first annual subscription period is set forth in the Supplement. Subscription Fees for subsequent annual subscription periods, if any, will be in accordance with SAS' then-current rates. Subscription Fees do not include applicable taxes which will be added to SAS' invoices. SAS will issue an invoice for the Subscription Fee for the first annual subscription period upon receipt of an executed copy of the Supplement from Customer. SAS will issue an invoice for Subscription Fees for each subsequent annual subscription period prior to the start of each such subsequent annual subscription period. Payment of all Subscription Fees is due net thirty (30) days from the date of SAS' invoice.

2. **Subscription Manager.** Customer shall designate a subscription manager or primary point of contact to SAS for the provision of Training and reporting under this Attachment. The Customer may designate additional points of contact for the various components of Training if the Customer chooses.

3. **Ownership.** Ownership of the Training, including any intellectual property embodied therein, and any techniques, skills, concepts, or know-how that are utilized or developed while developing or providing the Training, remains with SAS. SAS reserves the right to update and revise the Training at any time in its sole discretion. Copyright and other proprietary rights notices in the Training shall not be deleted or modified. No custom materials will be created or developed under this Attachment.

4. **License Grant.** SAS grants Customer a nonexclusive, nontransferable, non-assignable, royalty-free license to use the Course Materials only with the SAS software ("Software") with which the Course Materials operate and only for as long as Customer maintains a license for such Software ("License").

5. **Users and Usage.**

- a. **Users.** Only Customer's employees and contractors who are performing work solely for the benefit of Customer (collectively, "Users") may access and use the Training. Only the number of Total Users specified on the Supplement may access the Training. The Subscription Fee is based on the total number of named Users (not concurrent) who access the Training during the Term. A named User may be transferred to another employee or contractor if: (1) the current employee or contractor is no longer employed by or under contract with the Customer; and (2) approved in writing by SAS. SAS will not approve the regular, recurring transfer of named users.
- b. **SAS Profile.** Each User will be required to create a profile with a unique password in order to access the Training ("SAS Profile"). In the event a User already has a current SAS Profile, such User may use that SAS Profile in connection with his/her access to Training under this Attachment. Any SAS Profile used in connection with this Attachment (whether previously created or newly completed) shall utilize Customer's company domain email address. Customer acknowledges and agrees that the SAS Profile information and password are SAS' confidential information and that Customer may not provide the SAS Profile information or password to any other individual or entity.
- c. **Permitted Use.** Individual participants in the Training may retain one copy of any Course Materials. Such Course Materials may only be used by the individual participant for the individual participant's personal use. Course Materials may not be distributed to any other individual at the Customer or provided to a third party in either modified or unmodified form. Neither Customer nor any User may use the Course Materials to teach or create its own training, regardless of whether such training is for internal or external use.
- d. **Prohibited Use.** Without limitation, Customer is prohibited from:
  - i. transferring any right, title or interest in the license to the Training;

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- ii. copying, extracting, summarizing, distributing or teaching the Course Materials;
  - iii. using the Training to make any reports or data compilations to be sold, loaned or distributed to a third party;
  - iv. distributing the Training to any third party in modified or unmodified form;
  - v. using the Training for the benefit of a third party in exchange for compensation; or
  - vi. allowing any party other than Customer to use or otherwise access the Training .
6. **SAS e-Learning.** SAS shall provide the number of named Users (not concurrent) specified in Section 1 with access to all SAS e-Learning courses available during the Term.
- a. Customer may only access the SAS e-Learning on the SAS website. SAS e-Learning may not be downloaded for any purpose. Customer specifically agrees that it will not disclose, distribute or make available the access codes to the SAS e-Learning other than to authorized Users.
  - b. Except as otherwise permitted by this Attachment, Customer shall not permit third parties to access the SAS e-Learning under a remote computing services, timesharing, facilities management, outsourcing, or other such third-party access arrangements, even if contracts authorizing such use or access for other SAS products are in effect between Customer and SAS.
  - c. A User may print SAS e-Learning screen pages for the individual use of the User. Neither Customer nor a User may duplicate or reproduce the printed screens or distribute the printed screens to any other individual or entity.
  - d. Customer agrees to secure and protect the SAS e-Learning in a manner consistent with the maintenance of SAS' rights therein.
7. **Subscription Points.** SAS will provide Customer with the number of Subscription Points detailed in Section 1. The Subscription Points provided under this Attachment are subject to the following additional guidelines:
- a. Customer may use Subscription Points to register and pay for public courses, on-site courses, Business Knowledge Series courses, Live Web courses, Six Sigma courses, training development, SAS training center rental fees, selected conferences, or any other preapproved services performed by SAS (collectively "Subscription Points-Eligible Products and Services").
  - b. SAS will issue an account number to the designated Customer contact upon execution of this Attachment. The Customer contact may begin using Customer's Subscription Points as soon as it receives an account number, but not before then.
  - c. The use of Subscription Points to attend courses in certain locations might require Customer's payment of additional transactional taxes. This amount is not included in Subscription Fee. If required, these taxes will be included in the invoice for the Subscription Fee or a separate invoice will be sent for payment remittal.
  - d. Subscription Points-Eligible Products and Services will have varying Subscription Points assigned to them according to their registration or license fees, or standard charges.
  - e. Notwithstanding Section 13, unless the Supplement is terminated, Subscription Points are valid for eighteen (18) months from the Effective Date or from the beginning of each annual subscription period, as applicable. The Subscription Points shall remain subject to the terms and conditions of this Attachment for the full eighteen (18) month period.
  - f. Class and conference sizes are limited and space is not guaranteed.
  - g. SAS reserves the right to cancel or reschedule any and all Subscription Points-Eligible Products and Services at its discretion. SAS reserves the right to deny training to any party prohibited by applicable law or regulation, including, but not limited to, United States export laws and regulations. SAS is not responsible for airline penalties incurred by Customer related to SAS' cancellation of Subscription Points-Eligible Products and Services. Customer should be aware of all airline restrictions regarding nonrefundable airline tickets when purchasing an airline ticket.
  - h. No other discounts are applicable.
  - i. For on-site courses, travel expenses for SAS staff are additional. Expenses include round-trip coach airfare; rental car, including gas or local transportation; taxes; hotel and per diem meal expenses.
  - j. Cancellation Policy for Public Courses: SAS may reinstate Subscription Points to Customer's account if cancellations for public courses are received from Customer by phone, mail or e-mail at least ten (10) calendar days prior to the scheduled start date of an event; after that (nine (9) calendar days or less), Customer's accounts will be charged the full number of corresponding Subscription Points. Substitutions (name changes) are accepted at any time prior to the event. Transfers are accepted up to twenty-hour (24) hours before the event start date and students are allowed one transfer per course registration.
  - k. Cancellation Policy for Onsite and Private Live Web Courses: Customer may cancel on-site courses without charge if notification is received by SAS by phone or in writing no later than ten (10) days prior to the course start date. Rescheduling a course less than ten (10) days prior to course start date is considered a cancellation, and a cancellation fee of fifty percent (50%) of the total fee for the scheduled training will be charged and invoiced separately. Rescheduling a course less than five (5) days prior to course start date is considered a cancellation, and a cancellation fee of one hundred percent (100%) of the total fee for the scheduled training will be charged and invoiced separately. In addition, if non-refundable airline tickets have been purchased for SAS personnel with Customer's approval, Customer will be responsible for the cost of these tickets.
8. **Not Used.**
9. **Usage and Completion Reporting.** SAS will provide Customer with periodic reports detailing the usage and completion of the SAS e-Learning courses and the remaining Subscription Points balance.

- 10. Extended Learning Pages.** The number of Users specified in Section 1 shall have unlimited access to the SAS extended learning pages which include various Course Materials ("Extended Learning Pages"). Usage of the Extended Learning Pages and the Course Materials contained therein are subject to the usage parameters described in Section 5 of this Attachment. Notwithstanding the foregoing, Customer shall not have access to the Extended Learning Pages associated with any Business Knowledge Series courses that include eBooks.
- 11. Learner Support.** SAS shall be available during SAS' normal business hours, excluding SAS holidays, to answer questions regarding the content of any Training or Course Materials. SAS will use reasonable efforts to respond to Customer's questions.
- 12. Technical Support.** During the Term, SAS will use reasonable efforts, either by telephone or in writing, to help Customer solve specific problems using the Training. It may not be possible for SAS to solve all problems or correct all errors in the Training.
- 13. Term and Termination.** This subscription shall remain in effect for a period of one (1) year from the Effective Date unless earlier terminated as set forth below or in the Agreement. The subscription shall automatically renew for additional (1) year terms, subject to Customer's payment of SAS' then-current applicable annual Subscription Fee, unless Customer provides written notice to SAS of Customer's intent not to renew no later than sixty (60) days prior to the end of the then-current annual period. This initial annual period together with each subsequent annual renewal period shall constitute the "Term" of the subscription. Upon renewal, Customer will receive an additional number of Subscription Points equal to the value denoted in Section 1. Customer may terminate the subscription at any time by providing written notice to SAS. SAS may terminate the subscription for a breach by Customer of the terms and conditions this Attachment or the Agreement if such breach is not cured by Customer within thirty (30) days of its receipt of written notice from SAS. Notwithstanding the foregoing, SAS may terminate the Supplement with immediate effect in the event of a violation by Customer of SAS' intellectual property rights. In the event of termination, the Subscription Fee is non-refundable.
- 14. Confidential Information.** SAS agrees to use reasonable efforts to prevent any Confidential Information from being revealed to third parties for a period of three (3) years from the date of disclosure. As used herein, the term "Confidential Information" shall mean only that information of Customer provided to SAS in connection with and related to this Attachment. This restriction does not apply to information which is: (1) generally available to the public; (2) released by Customer without restriction; (3) independently developed or acquired by SAS; or (4) known to SAS prior to receipt from Customer. In the event the Confidential Information must be disclosed pursuant to judicial order or requirement of law, SAS shall make reasonable efforts to notify Customer of such order or requirement. For the purposes of this Section, SAS' subsidiaries and subcontractors performing services under this Attachment shall not be deemed "third parties." No proprietary source code or individually identifiable information will be disclosed under this Attachment.
- 15. Warranty; Disclaimers and Limitation of Liability.**
- a. With respect to any data provided by Customer for use by SAS in the Training, Customer represents and warrants that it has the right to provide such data to SAS and hereby grants to SAS a license to use such data in the provision of Training hereunder.
  - b. SAS warrants it has the right to grant to Customer the subscription to access and use the Training. The exclusive remedy for breach of this warranty is set forth in Section 16a.
  - c. **SAS and its licensors disclaim all other warranties, express or implied, with respect to the Training 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. Without limiting the generality of the foregoing, SAS and its licensors do not warrant or represent that the Training will result in compliance, fulfillment or conformity with laws, rules, regulations, requirements or guidelines of any governmental agency.**
  - d. **SAS shall not in any circumstances (other than those referred to in section 16a) be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise and whether the same arise in tort (including negligence), contract, statute, common law or otherwise): (a) loss of profits (whether actual or anticipated); (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (g) loss of, damage to or corruption of data; or for any special, incidental, indirect or consequential loss or damage howsoever caused (whether or not such loss or damage is covered under sections 14.3(a) to 14.3(g) above). The parties make these exclusions in consideration of the Subscription Fee paid in accordance with the terms of this Agreement.**
  - e. **In no event shall SAS' liability for damages of any kind, including direct damages, exceed the Subscription Fee paid by Customer for the then-current annual subscription period. Customer acknowledges this limitation of liability is reasonable in light of Customer's ability to limit its exposure to damages through involvement in the Training provided by SAS.**
  - f. The limitations of liability contained in this Section 15 do not apply to SAS' indemnification obligations set forth in Section 16a.
  - g. Notwithstanding anything to the contrary herein, the Extended Learning Pages, and any Course Materials provided therein, shall be subject to the following warranty disclaimer and limitation of liability provisions:
    - i. Warranty Disclaimer. While substantial efforts are made to ensure the accuracy of the data and documentation contained in the Extended Learning Pages, complete accuracy of data and metadata cannot be guaranteed. All Extended Learning Pages and the Course Materials provided therein, are made available "as is" without any warranty or guarantee.
    - ii. Limitation of Liability. SAS does not accept any responsibility or liability for the outcomes of the use of the Extended Learning Pages or the Course Materials contained therein. SAS and its licensors disclaim any liability connected with use of the Extended Learning Pages.

- h. The limitations in this clause do not include limitations of liability for personal injury or death, fraud or for any other liability that cannot be excluded by law.

**16. Indemnity.**

- a. **SAS Indemnity.** SAS' indemnity obligations under the Agreement with respect to the Software shall also apply to the Training. This indemnification obligation does not apply to (1) the Extended Learning Pages or the Course Materials provided therein; (2) the extent that the claim is based on Customer's combination of the Training with other materials; or (3) Customer's modification to the Training.
- b. **Customer Indemnity.** Customer shall defend, indemnify, and hold SAS harmless from and against any liability for claims by any third party arising out of or related to Customer's breach of the warranty described in Section 15a. SAS agrees to allow Customer to control the litigation or settlement of any such claim and to cooperate with Customer in the investigation, defense and settlement thereof. Provided SAS complies with this Section, Customer shall indemnify SAS for such claim by paying for the costs and attorneys' fees SAS incurs at Customer's direction and any judgment finally awarded against SAS or settlement approved by Customer. SAS may participate at SAS' own expense.

**17. Privacy.**

- a. Customer agrees that SAS and its subcontractors may collect and process the business contact information of Customer and Users in connection with their creation of a SAS Profile and otherwise in connection with SAS' provision of the Training and performance of other obligations arising under this Agreement. Customer expressly authorizes SAS, its affiliates and business partners to collect, store and use such business contact information wherever they do business in connection with SAS products and services in furtherance of SAS' business relationship with Customer in accordance with SAS' Privacy Statement available at <http://www.sas.com/Privacy.html>, as it may be modified from time to time.
- b. If SAS is required to process any Personal Data (i.e. Names, Work Email, Telephone Numbers), then SAS agrees to:
  - i. process the Personal Data only on behalf of the Customer and in compliance with this Agreement or amendment thereto related to data processing; and
  - ii. promptly notify the Customer about:
    - 1. any legally binding request for disclosure of the Personal Data by a law enforcement authority prior to any such disclosure unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and/or
    - 2. any accidental or unauthorised access which may affect the Personal Data as soon as possible after SAS has become aware of such access; and/or
    - 3. any request received directly from data subjects without responding to that request, unless it has been otherwise authorised to do so by the Customer;
- c. The Customer agrees that it will not send any Personal Data, unless otherwise agreed in writing in compliance with the terms of this Agreement.

- 18. Non-Solicitation.** Customer agrees not to solicit for hire any individual who provided Training to Customer under this Attachment for a period of six (6) months after its termination. Notwithstanding the foregoing, responses to general advertisements in the media or on the Internet or Customer's intranet shall not be deemed to be a solicitation for hire with in the context of this Section.

**19. General.**

- a. SAS' employees are acting as employee of an independent contractor and not as Customer's employees.
- b. Nothing in this Attachment affects any statutory rights of consumers that cannot be waived or limited by contract.