# Federal Supply Service
## *Authorized Federal Supply Schedule Price List*

**GSA Multiple Award Schedule**
**Federal Supply Group: Information Technology Class: D399**
**Contract Number: 47QTCA18D0081**
**Contract Period 03/06/2023 through 03/05/2028**
*Price List current through Modification PS-0130 dated December 11, 2025*

**www.execinfosys.com**

**For more information, please contact:**

**Jonathan Ward, Director of Contracts**
**jward@execinfosys.com, (301) 581-1097**

**Executive Information System, LLC**
**6901 Rockledge Drive, Suite 600**
**Bethesda, MD 20817**
**Phone: (301) 581-8594**
**Fax: (301) 581-2573**

*Business Size: Small Business*

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the GSA Multiple Award Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the *GSA Advantage!* system. Agencies can browse the GSA Advantage! By accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fss.gsa.gov/

# CUSTOMER INFORMATION

1a.     Special item number(s):

| Special Item Number | Description |
|---|---|
| 511210 | Software Licenses |
| 54151S | Information Technology Professional Services |
| 611420 | Information Technology Training |
| OLM | Order Level Materials |

1b.     Lowest priced Item for all SINs:

| Special Item | Item | Price |
|---|---|---|
| 511210 | ABQ-B01-001-1,000,000+ | $2.59 |
| 54151S | TC-GSA | $169.30 |
| 611420 | SAS-TRNPTS-250000 | $.65 |
| OLM | n/a | n/a |

1c.     Labor Category Descriptions: **For descriptions and rates, see Exhibit B**

2.     Maximum Order: **$500,000 for SINS: 511210 and 54151S; $250,000 for SIN 611420**

> *This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.*

3.     Minimum Order: **$100.00**

4.     Geographic coverage (delivery area).  **Domestic Delivery.**

5.     Points of Production:

   **SAS items: Cary, NC.**
   **Babel Street items: Reston, VA**
   **Rank One Computing items: Denver, CO**

6.      Discount from list prices or statement of net price. **Prices Listed are net, discounts have been applied.**

7.      Quantity discounts:
        **Dollar Volume:**
        **$100,000 to $349,999      1%**
        **$350,000 to $499,999      2%**
        **$500,000 to $749,999      3%**
        **$750,000 to $999,999      4%**
        **$1 Million and up           5%**

        **Note: The dollar volume discounts apply on a per purchase order basis for SAS Institute, Inc. software and/or software maintenance (SIN 511210) and cannot be used in combination with additional discounts/concessions from current GSA Schedule pricing. NOTE: This discount does not apply to Babel Street or Rank One Computing items.**

8.      Prompt payment terms. **Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for   other concessions.**

9a.     Government purchase cards **are** accepted at or below the micro-purchase threshold.

9b.     Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **EIS will accept credit cards above the micro-purchase threshold.**

10.     Foreign items (list items by country of origin). **Not Applicable**

11a.    Time of delivery.

        **511210         30 days**
        **611420         30 days**
        **54151S          As negotiated at the time of award.**

11b.    Expedited Delivery.

        **For all SINs - As mutually agreed per order**

11c.    Overnight and 2-day delivery

        **For all SINs - As mutually agreed per order**

11d.    Urgent Requirements.

        **For all SINs - As mutually agreed per order**

12.     F.O.B. point(s). **FOB Destination ground shipping to the 48 contiguous states and Washington, DC. All other locations will be FOB Origin.**

13a.    Ordering address:

    **Executive Information Systems, LLC**
    **Attn: Sales**
    **6901 Rockledge Drive, Suite 600**
    **P.O. Box 34076**
    **Bethesda, MD 20817-0076**

13b.    Ordering procedures:  **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.**

14.     Payment address:

    **Executive Information Systems, LLC**
    **Attn: Accounting**
    **P.O. Box 34076**
    **Bethesda, MD 20827-0076**

15.     Warranty provision: **Standard commercial warranty for SAS items is as described in Exhibit A, Universal Terms Applicable to EIS Sales of SAS Offerings and applicable Addenda. Standard commercial warranty for Babel Street items is as described in Exhibit C, Babel X End User Subscription Terms and Locate X Addendum. Standard commercial warranty for Rank One Computing items is as described in the Exhibit D, Terms of Use for ROC SDK, ROC Explore Desktop and/or ROC Explore Mobile.**

16.     Export packing charges, if applicable: **Not Applicable**

17.     Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).  **Credit cards are accepted at any level above the micro- purchase threshold. Contact EIS for any further terms and conditions.**

18.     Terms and conditions of rental, maintenance, and repair (if applicable).  **Software maintenance items offered on this contract are categorized as software maintenance as a product. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the**

**commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.**

**Software Maintenance as a product is billed at the time of purchase.**

**Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.**

19. Terms and conditions of installation (if applicable). **Terms and conditions for SAS professional services are contained in Exhibit A**

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**

20a. Terms and conditions for any other services (if applicable). **Terms and conditions for SAS professional services are contained in Exhibit A.**

21. List of service and distribution points (if applicable). **See item 5 above.**

22. List of participating dealers (if applicable). **Not Applicable**

23. Preventive maintenance (if applicable). **Not Applicable**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at:www.Section508.gov/.

25. Data Universal Number System (DUNS) number. **938289527**

26. Notification regarding registration in System for Award Management (SAM) database. **EIS's SAM registration is active.**

EXHIBIT A FOLLOWS THIS PAGE

## Universal Terms Applicable to EIS Sales of SAS Offerings

Executive Information Systems ("Reseller" or "EIS") is authorized to resell the SAS Institute Inc. ("SAS") Offerings pursuant to the agreement to which these terms are attached. The Universal Terms and associated addenda apply to any SAS Offering that Customer orders from Reseller under Reseller's contract with Customer. SAS will act as a subcontractor to Reseller. The Universal Terms take precedence over any conflicting terms in Customer's Order Form. If the entity issuing a purchase order hereunder is a non-government entity authorized to order on behalf of Customer, unless specifically agreed to in writing by EIS, without any requirement to expressly reject such terms, purchase order terms and conditions received by EIS from such entity issuing a purchase order hereunder that conflict with or are in addition to the terms hereof are expressly deleted and rejected, unless the terms and conditions to be modified are not material in nature and are evidenced by the parties' signed written agreement. Acceptance by EIS of any order does not constitute an amendment to these terms and conditions.

These Universal Terms apply to all Offerings. To order an Offering, Customer will submit a Purchase Order to Reseller that incorporates these Universal Terms and other Offering-specific addenda.  Definitions

## 1. Permitted Use

1.1  **Usage Rights.**  This section describes the standard usage or access rights for Offerings. The Order Form may contain additional or different usage or access rights.

1.1.1  For any SAS Cloud Offering, Customer may access the System during the Term.

1.1.2  For any Software Offering installed outside of a System, SAS grants Customer a license to use the Software during the Term.

1.1.3  If the Offering includes Work Product, SAS grants Customer a royalty-free license to use the Work Product. If the Work Product relates to Software or a System, Customer will use the Work Product only in connection with the applicable Software or System and during the Term of the Agreement for the Software or System.

1.2  **Benefit.** Customer will use the Offering solely for the benefit of its operations in the Territory. If the Territory is global or includes more than one country, then Customer's Related Entities may also benefit from use of or access to the Offering.

1.3  **Restrictions**.

1.3.1 All license grants and usage rights are nonexclusive, nonassignable and nontransferable.

1.3.2 Customer will not use any Offering or Documentation to: (a) bring an intellectual property infringement claim against SAS; or (b) create or assist a third party in creating an offering that competes with SAS.

1.3.3 Customer may use any Documentation only to support Customer's use of the related Software.

1.3.4 Customer will not use any Offering in a time-sharing or service provider arrangement.

1.4  **Users**. This Permitted Use section extends to Users.

## 2. Agreement Term

2.1  Effective Date; **Term**.  The Agreement is effective upon acceptance of the Order Form and will remain in effect for the Term.

2.2  **Termination.**   When the Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SAS shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Obligations in the Agreement that by their nature are continuing survive expiration or termination. In addition, the terms of the Agreement will continue to apply if SAS continues to provide an Offering to Customer while the parties are in good faith negotiations to renew the Offering. SAS' provision of the Offering during any such negotiation is not fee waived.

If the Agreement terminates or expires, Customer will stop using the Offering and delete any media, Product Authorization Codes, or Documentation provided by SAS.  Customer may terminate the Agreement as set forth in www.sas.com/termination, which SAS may non-materially update from time to time.  A current version of this policy is attached hereto.

## 3. Fees

3.1  **Fees.**  Fees are listed in the Order Form in accordance with the applicable Reseller Pricelist.

3.2  **Payment.**  Payments are due net thirty (30) days.

3.3  **Upgrades.**  Customer must contact Reseller to change any factor impacting the Pricing Metric or applicable usage or access rights. These changes may result in additional Fees calculated and invoiced based on the date of the change.

3.4  **Taxes.**  Customer is exempt from all federal, state and local taxation, except real estate taxes, under 12 U.S.C. §531. Accordingly, SAS shall not charge the Customer any federal, state or local taxes.

3.5  **Third Party Payments**.   Customer may designate a third party to receive invoices and make payments on Customer's behalf. Customer will be responsible for any related charges assessed by the third party. Payment of all Fees remains Customer's ultimate responsibility.

## 4. Technical Support

4.1  **General.**  Technical support for the Software or System is included during the Term as documented in SAS' technical support policies, at https://support.sas.com/en/technical-support/services-policies.html, which may be updated from time to time. Customer may obtain additional support services from Reseller by executing an Order Form and paying additional Fees to Reseller.

Technical support also includes access to all new releases, updates, bug-fixes, security patches and other corrective code that SAS makes generally available. Customer agrees to use reasonable efforts to install such content for Software not hosted by SAS. If Customer chooses not to install the current release of the Software or instructs SAS not to install the current release of the Software in a System, the level of technical support will diminish over time. During ongoing development, SAS may rename Offerings or add, change or delete individual components or functionality in new releases of the Software or System.

4.2 **Customer Contacts and Notification**. Customer must establish knowledgeable technical contacts who are qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems. When requesting technical support, Customer will notify SAS of any modifications to the Software or System not made by SAS. Failure to comply with these terms may result in longer response and resolution times.

## 5.    Intellectual Property

The Agreement does not transfer any ownership rights. SAS and its licensors retain title to the Offering, any Documentation, source code, and any techniques, skills, concepts or know-how SAS utilizes or develops while performing the Agreement. Customer retains ownership to Customer Materials and any data Customer derives from using an Offering. The Software source code is a SAS trade secret. Customer and Users will not access source code or attempt to reverse engineer, reverse assemble or decompile the Software or System. Customer and Users will not remove any copyright or proprietary rights notice from any Offering. The Agreement does not limit any rights Customer may have under any open-source license covering any open-source component included in the Offering.

Use of any online training provided with an Offering but not separately listed on the Order Form is governed by the terms of the Agreement.

## 6.    Customer Materials

6.1 **Usage Rights.** Customer grants SAS a nonexclusive, nonassignable, nontransferable and royalty-free license to use the Customer Materials solely to perform the Agreement.

6.2 **Data Classification Forms.** Before providing any Customer Materials to SAS, Customer will complete any data classification forms that SAS requests. Customer will only transmit Customer Materials to SAS using SAS-approved methods.

6.3 **Format and Protection.** Customer's failure to provide any required Customer Materials in a mutually agreed upon format and timeframe, and in a usable condition, may delay SAS' performance of the Agreement. The parties will manage any resulting schedule changes through a change control process, and additional Fees may apply.

Customer is responsible for: (a) the integrity of the Customer Materials; (b) backing up the Customer Materials, and (c) mitigating the risks inherent in storing or transmitting the Customer Materials via the System, including the risk of data loss.

6.4 **Exclusions.** SAS' warranties, indemnities and technical support set forth in the Agreement do not apply to Customer Materials.

6.5 **Customer Materials Used in a System.**

6.5.1 Customer must obtain SAS' prior written approval before using Customer Materials owned by a third-party data provider in the System. If any third-party data provider requires that SAS sign a separate data use agreement in order to use such data to perform the Agreement, then Customer, SAS and the provider will sign a three-party agreement. Notwithstanding the terms of any such data use agreement, the data provided by the third party will be deemed Customer Materials, and the Customer warranties and indemnification applicable to Customer Materials in the Agreement will apply.

6.5.2 If SAS believes the Customer Materials violate applicable law or third-party rights, SAS may either: (a) require Customer to remove the Customer Materials from the System; or (b) disable the Customer Materials.

6.5.3 Customer is responsible for: (a) providing or arranging for the provision of all support, maintenance, and upgrades for Customer Materials, including up-to-date virus protections; and (b) coordinating the timing of such activities with SAS. Customer may direct the Customer Materials provider to contact SAS on Customer's behalf for technical support issues if the provider believes the issue is connected to the System.

6.5.4 SAS may disable or remove Customer Materials in the event of any emergency situation or any threat or perceived threat to the System related to the Customer Materials. SAS will not be responsible for any adverse performance impact to the System or Downtime attributable to Customer Materials or to any such disengagement. In addition, SAS is not responsible for any compromises to the confidentiality, integrity, or availability of the System or Customer Materials that are attributable in whole or in part to Customer's use of Customer Materials.

## 7.    Preproduction Offerings

7.1 **Preproduction Offerings.** During the Term, SAS may give Customer the opportunity to preview Preproduction Offerings at no cost to Customer so that Customer may provide feedback to SAS. No additional Order Form is required for Customer to preview a Preproduction Offering, regardless of whether the Preproduction Offering is a version of a production Offering that Customer has ordered via an Order Form or separate technology. Customer will not use Preproduction Offerings for production purposes.

7.2 **No Warranty. SAS PROVIDES PREPRODUCTION OFFERINGS "AS IS."** SAS' warranties and indemnification obligations set forth in the Agreement do not apply to Preproduction Offerings. SAS does not guarantee that any Preproduction Offering or functionality will be made generally available.

7.3 **Disclaimers. NEITHER CUSTOMER, SAS, NOR SAS' THIRD-PARTY LICENSORS ARE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE) RELATED TO THE PREPRODUCTION OFFERING, EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS AND SAS' THIRD-PARTY LICENSORS ARE NOT LIABLE FOR ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER RELATED TO A PREPRODUCTION OFFERING. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE LICENSES GRANTED UNDER THE AGREEMENT.**

7.4 **Hosted Preproduction Offering**. If SAS makes the Preproduction Offering available via a hosted environment, Customer will comply with the terms of use that SAS specifies in writing.

## 8. SAS Warranties and Disclaimers

8.1 **Intellectual Property Warranty.** SAS warrants it has the right to license the Software or Work Product or provide the Offering to Customer. Customer's exclusive remedy for SAS' breach of this warranty is set forth in the *Indemnification by SAS* section.

8.2 **Virus Warranty; Conformance with Documentation Warranty.** SAS warrants that when delivered, each commercially available release of the Software will not contain a virus and will substantially conform to its Documentation. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, will: (a) repair the Software; (b) replace the Software; or (c) terminate the applicable Order Form and refund the Fees paid for the Software during the then-current annual period or any prepaid Fees under the Order Form.

8.3 **Skilled Personnel Warranty**. EIS warrants that the Consulting Services will be performed by skilled personnel. As Customer's exclusive remedy for breach of this warranty, EIS will refund the Fees paid for the Consulting Services at issue.

8.4 **WARRANTY DISCLAIMERS. SAS AND ITS THIRD-PARTY 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. SAS MAKES NO WARRANTY THAT THE SOFTWARE OR THE SYSTEM WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION OR THAT ANY DATA TRANSMISSIONS TO, FROM, OR THROUGH THE SYSTEM WILL BE COMPLETELY SECURE. SAS DOES NOT WARRANT OR REPRESENT THAT CUSTOMER'S USE OF THE OFFERING ALONE WILL RESULT IN CUSTOMER'S COMPLIANCE WITH ANY APPLICABLE LAW.**

## 9. Customer Warranties

9.1 **Intellectual Property Warranty.** Customer warrants that: (a) it has the right to provide the Customer Materials to SAS; and (b) Customer and Users will comply with any third-party usage rights and applicable laws related to the Customer Materials.

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

## 10. Exclusions of Damages; Limitation of Liability

10.1 **Exclusion of Damages**. Neither Customer, SAS, nor SAS' third-party licensors are liable for special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract, tort or otherwise) even if they have been informed of the possibility of such damages. Neither SAS nor SAS' third-party licensors are liable for any third-party claim against Customer. SAS' third-party licensors are not liable for any direct damages. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10.2 **Limitation of Liability. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FROM SAS OR SAS' THIRD-PARTY LICENSORS FOR**

**ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES CUSTOMER HAS PAID FOR THE OFFERING AT ISSUE DURING THE APPLICABLE ANNUAL PERIOD IN WHICH THE CLAIM AROSE.**

10.3 **Applicability.** This section does not apply to the *Indemnification by SAS* section, the *Indemnification by Customer* section, or to either party's violation of the other's intellectual property rights. The limitations in this section will apply even if any of the remedies provided in the *SAS Warranties and Disclaimers* section fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions of certain types of damages so certain provisions of this section may not apply to Customer. However, the provisions apply to the greatest extent permitted by applicable law.

## 11. Indemnification by SAS

Provided Customer complies with the Agreement, SAS will have the right to intervene to defend and indemnify Customer for any third-party claim against Customer for: (a) any copyright, patent, trade secret or other intellectual property rights violation relating to the Software, Work Product, or any Software or Work Product included in a SAS Cloud Offering; or (b) bodily injury, death or damage to tangible property, arising solely from actions for which SAS is legally responsible. Tangible property does not include software or data. Customer will promptly notify SAS in writing of any such claim. Customer will allow SAS to control the litigation or settlement of any such claim and will cooperate with SAS in the investigation, defense and settlement. SAS will indemnify Customer by paying for the costs and 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

If any intellectual property claim is made or, in SAS' opinion, is likely to be made, SAS may: (i) modify the Software or Work Product; (ii) obtain rights for Customer to continue using the Software or Work Product; or (iii) terminate Customer's license to use the Software or Work Product and refund any Fees paid by Customer for the then-current annual period or for the Work Product at issue. Customer will abide by SAS' decision.

SAS' indemnification obligation does not apply to claims based on: (1) Customer's combination of the Software or Work Product with other software or materials; (2) Customer's modification to the Software or Work Product; (3) prior versions of the Software if Customer had not installed the latest version or updates to the Software prior to the date the claim arose as instructed by SAS; or (4) Customer's unique specifications for the Work Product.

## 12. Reserved

## 13. Confidential Information

Each party acknowledges that it may have access to certain Confidential Information. The recipient will use the discloser's Confidential Information only to perform its obligations under the Agreement. SAS may also use Customer's Confidential Information to provide Customer sample analysis for other SAS Offerings or Preproduction Offerings. Recipient will not disclose discloser's Confidential Information received in connection with the Agreement to any third parties without Discloser's prior written approval. 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. SAS may also: (a) report the terms of the Agreement to SAS' third-party licensors and partners solely as required by agreements between SAS and its third-party licensors and partners; and (b) list Customer as a SAS customer in SAS' annual report or other materials. Recipient's obligations of confidentiality for each item of discloser's Confidential Information will continue for five (5) years from the date of initial disclosure. However, confidentiality obligations for Personal Data or source code will not expire. For the purpose of this section, SAS' affiliates and subcontractors are not "third parties." Unless specifically authorized in the Order Form, neither party will disclose source code. Confidential Information may be subject to full or partial disclosure under the Freedom of Information Act, 5 U.S.C. 552.

## 14. Data Protection and Personal Data

Customer will not disclose or transmit Personal Data to SAS unless: (a) specifically authorized under the Order Form; (b) authorized by an Addendum incorporated into the Order Form; or (c) required for technical support. In such event, the SAS Data Processing Addendum available at https://www.sas.com/dpa will apply to SAS'

processing of Personal Data. A current copy of the SAS Data Processing Addendum is attached hereto, which is subject to non-material change at SAS' reasonable discretion. If the Personal Data contains Protected Health Information as defined by and subject to the US Health Insurance Portability and Accountability Act, the Business Associate Addendum available at sas.com/baa is incorporated into the Agreement with respect to such disclosure. A current copy of the Business Associate Addendum is attached hereto, which is subject to non-material change at SAS' reasonable discretion.

To the extent applicable, SAS will also comply with the SAS Business Customer Privacy Policy available at https://www.sas.com/en_us/legal/privacy.html, which is subject to change at SAS' reasonable discretion. A current copy of the SAS Business Customer Privacy Policy is attached hereto. Changes will not result in a material reduction to the level of protection provided by SAS for any Personal Data during the Term.

## 15. Insurance

During the Term, SAS Institute Inc. will keep the following insurance policies in force:

(a) Workers Compensation – Statutory (in the amounts required by applicable law);

(b) Employer's Liability – USD $1,000,000 per occurrence; bodily injury by accident or disease, including death;

(c) Commercial General Liability – USD $1,000,000 combined limit per occurrence and USD $2,000,000 aggregate; bodily injury, personal injury and property damage, including blanket contractual liability; and

(d) Automobile Liability (if vehicles are brought on Customer's premises) – USD $1,000,000 combined limit per occurrence; bodily injury and property damage covering owned, non-owned and hired vehicles.

Evidence of coverage is available at: https://www.sas.com/en_us/legal/evidence-of-insurance.html.

## 16. Applicable Law

16.1 The validity, interpretation and enforcement of this Agreement, including Offering terms, will be governed by and construed in accordance with the Federal laws of the United States without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to reach agreement on any

request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

16.2 **Export and Import Restrictions.** US export laws and regulations apply to the Offering and any other SAS-provided technology ("**Controlled Material**"). The Controlled Material originates from the United States. Both parties agree to comply with these and other applicable export and import laws and regulations, except as prohibited or penalized by law ("**Trade Law**"). Customer warrants that Customer and its Users are not: (a) prohibited by Trade Law from accessing Controlled Material without US government approval; (b) located in or under control of any country or other territory subject to general export or trade embargo under Trade Law; or (c) engaged in any of the following end-uses: nuclear, chemical or biological weapons; nuclear facilities not under International Atomic Energy Agency safeguards; missiles or unmanned aerial vehicles capable of long-range use or weapons delivery, military training or assistance, military or intelligence end-use in Russia or in any country in Country Group D:5 of the United States Export Administration Regulations; deep water, Arctic offshore or shale oil or gas exploration involving Russia or Russian companies, or Russian energy export pipelines. Customer will not import or use any data within the System that is subject to the US International Traffic in Arms Regulations. United States export classification information for SAS software is available at http://support.sas.com/adminservices/export.html.

## 17. General

17.1 **Subcontracting.** SAS may subcontract its performance under the Agreement. However, such subcontracting arrangement does not relieve SAS of its obligations to Customer under the Agreement.

17.2 **Customer Responsibilities.** Customer will: (a) verify the accuracy of its data input and output while using the Offering; (b) duplicate, document and protect all data and software Customer uses with the Offering; (c) for SAS Cloud Offerings, assume responsibility for any damages resulting from Customer's decision to continue running a prior version of the Software in the System that SAS has

informed Customer is no longer eligible for SAS' standard technical support; (d) inform all Users of the relevant terms of the Agreement and be responsible for their adherence to such terms; (e) keep records of where any Software is installed and used; (f) keep records of the extent of usage of the Software or System relative to the applicable Pricing Metrics and usage rights and provide a copy of such records to SAS upon request; (g) designate a single delivery contact for Product Authorization Codes and installation media and a single billing contact for invoices; and (h) use the Offering consistent with the SAS Responsible Use Policy, available at www.sas.com/responsibleuse.

**17.3  Customer Feedback.**  SAS may use any feedback related to any Offering or Preproduction Offering in any format and any ideas, concepts, know-how, formulas, designs, improvements, inventions, techniques or processes contained in that feedback, whether or not patentable.

**17.4  Severability.**  If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder remains in full force and effect.

**17.5  No Waiver.**  Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy SAS may have under the Agreement at law, in equity, or otherwise.

**17.6  Non-Assignment.**  Assignments are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements.

**17.7  Audit.**  Upon thirty (30) business days' notice to Customer, subject to Government security requirements, SAS may conduct an audit during Customer's normal business hours to verify Customer's compliance with an Order Form. If the audit reveals that Customer owes additional fees, Customer will pay the amounts owed.  Audits shall be conducted no more than once during any annual period.

**17.8  Injunctive Relief.**  Because monetary damages are inadequate to remedy a breach of SAS' or its third-party licensors' intellectual property rights, to the extent expressly permitted by Federal law, SAS may protect those intellectual property rights through temporary restraining orders or injunctions without posting bond

**17.9  Force Majeure.**  Except as may be otherwise provided herein, this Agreement is subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010).

**17.10  Independent Contractors.**  Reseller, SAS, their employees, and subcontractors are acting as independent contractors and not as employees or agents of Customer. Neither party has the authority to bind the other party.

**17.11  Third Party Rights; No Lease.**  Unless specifically stated in the Order Form, the Agreement does not confer any rights upon any third parties. This Agreement does not lease any interest in real property to Customer.

17.12 Reserved

**17.13  Updates to Terms.**  SAS may change the non-material terms and condition of the terms set forth in the URLs listed in the Order Form or incorporated into the Agreement from time to time.  However, if the change results in a material degradation of the Customer's rights under the Agreement, SAS will provide Customer with written notice of the change by posting the notice on www.sas.com/contract-with-sas-archive.

**17.14  Languages**.  The parties enter into the Agreement in English. However, Customer or SAS may enter into all or a portion of the Order Form in a non-English language.  In that event, the Order Form will be binding as written but any addenda incorporated into the Order Form will be binding in English. SAS may make the Agreement available in other languages for Customer's convenience. However, the English language version controls unless otherwise required by applicable law.  SAS may invoice Customer in English.

**17.15  Complete Agreement.**  Customer's Order will be binding upon both parties upon Reseller's acceptance. The Agreement is the parties' complete statement relating to its subject matter. Reseller and SAS rejects any additional or conflicting terms on purchase orders or other purchasing documents. Except as set forth in the Updates to Terms section, the Agreement may not be modified by any side agreement or arrangement between Reseller and Customer, written or oral, that purports to modify the Agreement and is not accepted in writing by an authorized representative of both parties.

# Definitions

These defined terms are used in the Universal Terms, an Addendum and/or an Order Form. SAS may define additional terms in an Order Form or Addendum.

1. "**Addendum**" means any addendum incorporated into an Order Form.

2. "**Agreement**" means the collective set of terms identified in the Order Form. Invoices also form part of the Agreement.

3. "**Application Monitoring Software**" means software specified by SAS and required to collect data to verify the availability and performance of the Software.

4. "**Authorized Environment**" means the physical hardware, virtual machine, private cloud, public cloud account, or other environment where the Software is installed. If a pricing metric refers to "Authorized Hardware," that term will be interpreted to mean "Authorized Environment."

5. "**Committed Period**" means a period during which neither party may terminate an Order Form for convenience, except as set forth in the *Termination* section above.

6. "**Confidential Information**" means confidential information of the other party that is either marked as confidential or should be reasonably understood to be considered confidential due to its nature. Confidential Information includes source code, Customer Materials, Personal Data and the Product Authorization Code.

7. "**Connectivity Tool**" means individually assigned credentials which will enable access to Customer's computing system via Customer's VPN, Remote Desktop Protocol, or any other remote connection with multi-factor authentication and scoped access to data.

8. "**Consulting Services**" means SAS consulting services identified on an Order Form.

9. "**Customer**" means the customer entity identified on an Order Form.

10. "**Customer Budget**" means the amount of money Customer makes available for payment of Fees for the performance of Time and Materials Consulting Services. Applicable taxes and travel and living expenses are not included in Customer Budget.

11. "**Customer Materials**" means any materials that Customer provides to SAS or directs SAS to obtain.

12. "**Customer's Infrastructure**" means Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated by Customer or a third party.

13. "**Deliverable**" means the tangible or intangible items identified in an Order Form that SAS agrees to deliver as part of Fixed Price Consulting Services.

14. "**Documentation**" means the official user documentation that SAS may make available for Software at https://support.sas.com/en/documentation.html.

15. "**Fee**" means the fee that Customer will pay to SAS under the Order Form.

16. "**Fixed Price**" means a pre-defined project model where SAS provides Consulting Services for a set Fee.

17. "**Issue Tracking System**" means the system that SAS provides to report, track and monitor issues associated with the Software and/or System.

18. "**License Period**" means the period during which Customer is authorized to use the Software.

19. "**Offering**" means the SAS offering listed on the Order Form, which may include Software, Consulting Services, a SAS Cloud offering, or any other offering made available by SAS.

20. "**Option Period**" means any annual period following the initial term where Customer may agree to renew the Order Form for a renewal Fee specified in the Order Form.

21. "**Order Form**" means the electronic or written ordering document entered into between Reseller and Customer that specifies the Offering, Fee and other commercial terms.

22. "**Personal Data**" means information relating to an identified or identifiable natural person.

23. "**Pre-Installation Requirements Document**" means a document that SAS provides to Customer detailing activities, specifications and other requirements Customer must complete in preparation for installation of Software and provision of the System.

24. "**Preproduction Offering**" means an offering that is not generally available.

25. "**Prerequisite Software**" means any third party software required for use with the Software as defined at http://support.sas.com/resources/thirdpartysupport/index.html.

26. "**Pricing Metric**" means the metric used to determine the Fee.

27. "**Product Authorization Code**" means a code that enables the Software to operate for the applicable License Period.

28. "**Related Entity**" means a separate legal entity 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 and contracting rights of an entity.

29. "**RMS**" means remote managed services Offering identified on the Order Form.

30. "**SAS**" means SAS Institute Inc. unless another SAS entity is defined in the Order Form.

31. "**SAS Cloud**" means Hosted Managed Services, Subscription Services, XaaS, or other hosted Offerings made available by SAS.

32. "**Sensitive Information**" means (a) credit or debit card numbers, personal identification numbers (PIN), passwords or other similar information used for payment or to access personal or financial information; (b) patient, medical or other protected health information; (c) genetic data, biometric data, or data about an individual's criminal history; (d) government-issued personal identification numbers (such as social security numbers, driver's license numbers, or passport numbers); (e) classified or technical data controlled by the US International Traffic in Arms Regulations; or (f) materials that require a United States export license, license exception or other United States government authorization.

33. "**Software**" means SAS software, including its embedded subcomponents, licensed to Customer under an Order Form or accessed by Customer in a System.

34. "**Subscription Period**" means the period during which Customer is authorized to use the SAS Cloud Offering.

35. "**Subscription Service**" means the subscription service Offering identified on the Order Form.

36. "**System**" means any hosted environment provided in connection with a SAS Cloud Offering.

37. "**Term**" means twelve (12) months, or another initial time period if specified in the Order Form, and any subsequent renewal period.

38. "**Territory**" means global, unless otherwise set forth in the Order Form.

39. "**Time and Materials**" means a consultative model where (a) SAS provides Consulting Services at hourly or daily rates; and (b) the only Deliverables are SAS' time and a limited license to any Work Product resulting from the Consulting Services.

40. "**Universal Terms**" means the terms that apply to all Offerings.

41. "**User**" means any individual authorized by Customer to access an Offering.

42. "**Work Product**" means computer code or other materials delivered by SAS in connection with Consulting Services.

**Annual Software Addendum**

**Exhibit A to Universal Terms**

This Addendum applies only to Software licensed on annual basis.

## 2.  Annual Licenses

License Periods are annual unless otherwise set forth in the Order Form.

## 3.  License Renewal

The parties may agree to renew the Software license for additional License Periods. Renewal is accomplished by Reseller executing a written order for the renewal term and sending an invoice for the applicable Fee and Customer paying the invoice.

## 4.  Renewal Fees

The Order Form may specify renewal Fees for a multi-year Term or Option Period(s).  If the Order Form does not specify the renewal Fee for the upcoming License Period, Reseller will use reasonable efforts to provide Customer ninety (90) days' advance notice of the renewal Fee.

## 5.  Invoicing

Reseller will invoice Customer for the Fee for the first License Period when Customer submits its Order Form. Reseller will invoice Customer for any renewal Fees annually in advance of each annual License Period.

## 6.  Multi-Year Initial Term

The Order Form may specify a multi-year Term consisting of multiple annual License Periods and will set forth a payment schedule under which the multi-year Fee is paid upfront or on an installment basis. The multi-year Term may consist of a Committed Period and/or Option Periods. Multi-year terms are contingent upon appropriations. Customer will pay the Fee for the Committed Period even if Customer discontinues its use of the Software prior to the expiration of the Committed Period.  However, either party may terminate the Agreement for cause according to the *Termination* section of the Universal Terms.

## 7.  Product Authorization Code

When Reseller receives the Fee for each License Period, SAS will provide Customer with a Product Authorization Code valid for that License Period. Customer may need to apply a new Product Authorization Code for changes to the Authorized Environment, operating system or Software version. SAS is not required to provide the Product Authorization Code if Customer is in breach of the Agreement or has not paid any undisputed Fees for the Software.

## 8.  Authorized Environment

The Authorized Environment and any back-up environment must be controlled by Customer or its Related Entities, employees or contractors, including third party cloud providers.  Customer will notify SAS of changes to the Authorized Environment. Some Software is not available for use on all types of Authorized Environments.

## 9.  Installations

Except as otherwise set forth in the Order Form, the Software license entitles Customer to one (1) complete instance of the Software in a production environment. Processor cores or license capacity cannot be shared across or used to create multiple production environments. Customer may install the Software on an unlimited number of non-production environments unless the Pricing Metric for the Software is based on the number of installations or the Order Form otherwise limits the number of installations.

## 10.  Pricing Metrics

Unless the Pricing Metric is based on the processing capacity of the Authorized Environment or the number of Users, the Pricing Metric quantity is determined by combining the quantity associated with Customer and Related Entities benefitting from the use of the Software.

If the Pricing Metric is based on the number of Users, the Pricing Metric quantity is determined by combining the quantity of Users authorized by Customer or Related Entities to access the Software.

If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment.

If Customer expands the use of the Software to benefit additional Related Entities and such use results in an increase to pricing metric quantities, Customer will notify SAS and pay any applicable additional Fees according to the *Upgrade* section of the Universal Terms.

Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. Unless the Pricing Metric is based on the processing capacity of the Authorized. Environment, the Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees. If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment.

**Perpetual Software Addendum**

**Exhibit B to Universal Terms**

This Addendum applies only to Software licensed perpetually.

## 1. Term

The License Period is perpetual provided that Customer's operating system allows the Software to continue operating.

Maintenance Periods are annual. However, the Quotation may specify a different length for a Maintenance Period.

Starting in the second period of the perpetual license period, Customer may choose to purchase Maintenance for the Software. In such event, Customer must purchase Maintenance for all Software in the Authorized Environment.

"**Maintenance**" includes:

(a) SAS' reasonable efforts, either by telephone or in writing, to help Customer solve specific problems with installation or use of the Software; and

(b)  new releases, updates and corrective code that SAS may make available from time to time.

Customer agrees to use reasonable efforts to install new releases, updates and corrective code provided by SAS.  It may not be possible for SAS to solve all problems or correct all errors in the Software.  During ongoing Software development, SAS may add, change or delete individual components or functionality in new releases. Such Software modifications shall be subject to the terms of the Agreement.   If Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time.

## 2. Restrictions

The *Technical Support* section of the Universal Terms does not apply to the Software. If Customer does not purchase Maintenance or Customer's Maintenance lapses, SAS will not provide:

(a) Maintenance

(b) technical support;

(c) assistance with respect to Software incompatibility related to hardware upgrades or changes to operating systems or changes to hardware that affect operating system incompatibilities, regardless of whether a hardware upgrade has occurred; or

(d) any new releases of the Software, either major or minor, that SAS makes generally available.

## 3. Renewal Maintenance Fees

The parties may agree to renew the Maintenance for additional Maintenance Periods.

## 4. Multi-Year Initial Term

The Quotation may specify a multi-year Term consisting of multiple annual Maintenance Periods and will set forth a payment schedule under which the multi-year Fee is paid upfront or on an installment basis. The multi-year Term may consist of a Committed Period and/or Option Periods. Customer will pay the Fee for the Committed Period even if Customer cancels Maintenance prior to the expiration of the Committed Period. However, either party may terminate the Agreement for cause according to the *Termination* section of the Universal Terms.

## 5. Fees to Reinstate Maintenance Services

If at any time during the term of this Agreement Customer elects not to order Maintenance from EIS such that there is an interruption in Maintenance for that Software, reinstatement of such Maintenance will require payment of a maintenance fee equal to the amount of:  the standard Maintenance fees that the customer would have paid during the Maintenance lapse ("Maintenance Lapse Fee"), plus the annual Maintenance fee for the next annual contract period. The reinstatement fees set forth above do not apply to nonpayment of any Fees during a Committed Period. Customer is obligated to pay all Fees for a Committed Period.  Renewal Maintenance Fees apply to any subsequent annual period following reinstatement.

## 6. Product Authorization Code

Reseller will provide Customer with annual Product Authorization Codes during the perpetual License Period. Customer may need to apply a new Product Authorization Code for changes to the Authorized Environment, operating system or Software version. Reseller is not required to provide the Product Authorization Code if Customer is in breach of the Agreement or has not paid any undisputed License Fees for the Software.

## 7. Authorized Environment

Customer or its Related Entities, employees or contractors, including third party cloud providers must control the Authorized Environment or any back-up environment.  Customer will notify SAS of changes to the Authorized Environment. Some Software is not available for use on all types of Authorized Environments.

## 8. Installations

Except as otherwise set forth in the Order Form, the Software license entitles Customer to one (1) complete instance of the Software in a production environment. Processor cores or license capacity cannot be shared across or used to create multiple production environments.

## 9. Pricing Metrics

If the Order Form authorizes use of the Software for the benefit of Customer's and Related Entities' operations, the Pricing Metric quantity is calculated based on the sum of the Pricing Metric associated with Customer and its Related Entities.

## 10. Upgrades

Customer must pay any upgrade License Fees due under the Agreement for changes to the applicable pricing metric, even if Customer does not purchase Maintenance.

## 11. Warranties and Indemnities

The warranties and indemnities under the Agreement apply during: (a) the first twelve (12) months of the License Period; and (b) any subsequent annual period in which Customer pays a Maintenance Fee for Maintenance. For the purposes of determining the refund that may be available under the *Virus Warranty; Conformance with Documentation Warranty* and *SAS' Indemnification* sections of the Agreements, the refund will be the Fees Customer paid to SAS during the then-current annual period. **THE SOFTWARE IS PROVIDED "AS IS", WITH NO WARRANTIES OR INDEMNITIES, FOR ANY ANNUAL PERIODS DURING WHICH CUSTOMER DOES NOT PURCHASE MAINTENANCE FROM SAS**.

### Definitions

"**Maintenance Fee**" means the Fee Customer pays Reseller for Maintenance.
"**Maintenance Period**" means the period during which Reseller will provide Maintenance.

## Consulting Services Addendum

## Exhibit C to Universal Terms

This Addendum applies only to Consulting Services.

### 1.      Consulting Services

SAS will provide the Consulting Services on either a Fixed Price basis or a Time and Materials basis as described in the Order Form. Consulting Services do not include continued support or maintenance of any Work Product, unless such continued support or maintenance is detailed in the Order Form.

### 2.      Time and Materials Consulting Services

This section applies only to Time and Materials Consulting Services.

2.1    **Invoicing.**  Reseller will invoice Customer monthly in arrears for Fees due.

2.2    **Customer Budget**.  If the Order Form sets forth a Customer Budget, SAS will not perform Services or charge Fees exceeding such Customer Budget without an amendment to the Order Form to increase the Customer Budget. Customer is not obligated to spend all of the Customer Budget.

### 3.      Fixed Price Consulting Services

This section applies only to Fixed Price Consulting Services.

3.1    **Invoicing.**  Reseller will invoice Customer for the Fees according to the schedule in the Order Form.

3.2    **Acceptance**.  Customer will accept or reject a Deliverable within ten (10) business days of delivery. If Customer does not reject a Deliverable within this timeframe, the Deliverable is deemed to have been accepted. Customer must notify SAS in writing to reject a Deliverable and must specify the nature and scope of the deficiencies.

If Customer rejects a Deliverable, the parties will use reasonable efforts to follow these timeframes. Within five (5) business days after receipt of the rejection notice, SAS will either correct the deficiencies or propose the manner and timeframe for correcting the deficiencies. Customer will accept or reject any proposal from SAS for correcting any deficiencies within five (5) business days after receipt of SAS' proposal. Customer will accept or reject the corrected Deliverable within five (5) business days of SAS' delivery.

If Customer rejects SAS' proposal for correcting any deficiencies or rejects the corrected Deliverable, SAS may terminate the Agreement for the Consulting Services and refund the Fees paid for the Deliverable. In such event, Customer will delete or destroy the Deliverable.

If the Order Form does not specify any Deliverables, then the Services are deemed accepted as they are performed.

### 4.      Customer's Responsibilities

Customer will:

(a) provide accurate information and access to Customer personnel required for SAS to perform the Consulting Services;

(b) review any Work Product and Deliverables as SAS reasonably requests;

(c) back up all systems, data or software that SAS will access when performing the Consulting Services;

(d) implement reasonable measures to prevent SAS' inadvertent access to any Confidential Information not necessary for SAS' performance of the Consulting Services;

(e) make available facilities and equipment reasonably required for SAS to perform any on-site Consulting Services;

(f) provide any regulatory requirements to SAS for review in advance of the Consulting Services.  Any regulatory requirements that impact the scope of the Consulting Services are subject to the *Change Management* section below; and

(g) provide and use a Connectivity Tool to limit and control SAS' access to the systems and data required for SAS to perform the Consulting Services. If individually assigned access is unavailable, Customer may permit SAS remote access via screen sharing applications (such as WebEx or Zoom). SAS will use the Connectivity Tool regardless of whether access occurs remotely, at Customer's facility, or using SAS' or Customer's laptops or other hardware.

SAS is not liable for any performance delays caused by Customer's failure or delay to perform these responsibilities.

### 5.      Taxes, Travel and Living Expenses

Fees do not include travel expenses. SAS will invoice Customer monthly for actual travel and living expenses SAS incurs while performing Consulting Services.  Customer agrees to pay any travel expenses in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR) Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document  SAS or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

## 6.    Change Management

For any change to the scope of Consulting Services or the assumptions set forth in the Order Form, SAS will prepare a written change order describing: (a) the changes; (b) the impact of the changes on the Consulting Services and the project schedule; (c) the estimated timetable; and (d) any additional Fees and cost.

Customer's project manager will respond in writing to a change order within five (5) business days. If the change requires payment of additional Fees, SAS will provide a proposed amendment to the Order Form. Until the parties mutually agree on the change order and sign an amendment, if required, SAS will continue to perform the Consulting Services as if the change order does not apply.

## 7.    Customer Project Manager

Customer will designate one or more project managers to be Customer's primary contact(s) with SAS.

## 8.    Time Limitations

Customer will not bring any claim against SAS related to the Work Product or Consulting Services more than one (1) year after the termination or completion of the Consulting Services under the applicable Order Form.

The following pricing metrics apply to the Software if the applicable pricing metrics is referenced in the applicable Order Form.

**Authorized Users –** The Fee is based on the total number of Authorized Users. "Authorized Users" means the total number of Users, identified by unique User IDs, authorized to access and use the Offering.

**Authorized SAS User** - The Fee is based on the total number of Authorized SAS Users. "**Authorized SAS User**" means an individual User, identified by a unique User ID, who is authorized by Customer to use the Offering for tasks other than solely viewing or interacting with reports created by Authorized SAS Users ("**Reports**"). There is no limit on the number of individuals authorized to view or interact with Reports.

**Decisions** - The Fee is based on the total number of Decisions supported by the Software during each annual License Period. "**Decision**" means a query to the Software that results in one or more recommendations for an individual consumer or a process initiated using the Software that results in a batch output that represents one or more individual recommendations. For batch processing or in-database deployments, each record that the Software scores is counted as a single Decision.

**SAS Enterprise Miner - Permitted Scope** - Users may use 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 only for exploring and analyzing Customer data provided from the server where the SAS Enterprise Miner server components are licensed and installed.

**Total Tax Revenue in US Dollars (in Billions).** The Fee is based on the total tax revenue, expressed in United States dollars, assessed by Customer and processed through the Offering. Any conversion to United States dollars required will be based on the rate of exchange published on the last business day of the month prior to the effective date by OANDA, or other publication as directed by SAS, available at **oanda.com.**

**SAS Tax Compliance – Permitted Scope -** Users may use SAS Tax Compliance Software solely to assess and act upon issues related to tax and revenue compliance.

**Processed Benefit Value in US Dollars (in Billions)** – The Fee is based on the **Processed Benefit Value**, expressed in United States dollars. "Processed Benefit Value" means the total value of the monetary or non-monetary benefits, excluding administrative costs, distributed by Customer to a receiving organization, entity or individual related to a social benefit program or scheme and processed through the Offering. Any conversion to United States dollars required will be based on the rate of exchange published on the last business day of the month prior to the effective date by OANDA, or other publication as directed by SAS, available at **www.oanda.com.**

**SAS Payment Integrity for Social Benefits – Permitted Scope** - Users may use SAS Payment Integrity for Social Benefits solely to detect and act upon potential fraudulent or improper activities and cost containment opportunities within government provided or mandated social benefit programs.

**SAS Payment Integrity for Health Care – Permitted Scope** - Users may use SAS Payment Integrity for Health Care solely to detect and act upon potential fraudulent or improper activities and cost containment opportunities in health care programs.

**SAS Financial Crimes Analytics – Permitted Scope** – Users may use SAS Financial Crimes Analytics solely to detect, monitor, analyze and investigate financial crimes.

**SAS Law Enforcement Intelligence - Permitted Scope** - Users may use SAS Law Enforcement Intelligence solely to manage public safety analysis, intelligence and investigations.

**SAS Government Management – Permitted Scope** - Users may use SAS Government solely to detect and investigate improper or suspicious activities, entities or events related to government operations; provided the Offering cannot be used for detection and investigation activities related to health care fraud, tax and revenue compliance or social benefit programs.

**Additional Production Site for Solutions -** The Fee is based on the total number of environments that Customer may use for production purposes.

**SAS Extended Technical Support** - SAS 9.4 and earlier releases of SAS Software in limited support in accordance with SAS' Technical Support policies do not qualify for Severity 1 or Severity 2 critical support requests. By Customer purchasing SAS Extended Technical Support, SAS will provide Severity 1 and Severity 2 critical support requests for

Customer's production environments for the SAS software identified on Customer's quote to limited support per SAS Technical Support policies effective as of Customer's purchase order date. Customer is authorized to submit Severity 1 and Severity 2 critical support cases to SAS, and SAS will respond in accordance with the support request response times in SAS' Technical Support policies at https://support.sas.com/en/technical-support/services-policies/policies-for-sas-products.html#response.}/

SAS Extended Technical Support does not include support for third party software, including applications and operating systems. Customer may report any bugs or security vulnerabilities related to Software receiving SAS Extended Technical Support. Any existing fix available will be provided to Customer. SAS may provide fixes to newly identified bugs and security vulnerabilities at its sole discretion.

Unless directed by SAS, during the Term of SAS Extended Technical Support Customer will not: (a) make any further modifications to the Software; or (b) modify the operating environment. SAS Extended Technical Support may be renewed as SAS' sole discretion.

EXHIBIT B FOLLOWS THIS PAGE

**EXECUTIVE INFORMATION SYSTEMS, LLC**
**INFORMATION TECHNOLOGY LABOR CATEGORY DESCRIPTIONS AND RATES**

| Part# | GSA Title | Minimum Education (see footnote for substitutions) | Minimum Experience (see footnote for substitutions) | Description | GSA Rate |
|---|---|---|---|---|---|
| EXP-GSA | Expert Consultant | Bachelor's degree | 12 years | Expert knowledge of SAS products and the proven ability to create solutions in complex environments. Provides global counsel on the application of SAS products into a customer environment. Vast knowledge of open and proprietary systems aids in the selection, design, and implementation of a complete SAS software solution. | $354.82 |
| PSA-GSA | Principal Solutions Architect | Bachelor's degree | 10 years | Provides senior leadership and consulting for SAS technical, architectural, analytical, government, and business solutions. May provide senior program and project management or subject matter expertise. Provides strategic SAS consulting services, including assessment, solution development, and implementation. | $320.12 |
| PR-GSA | Principal Consultant | Bachelor's degree | 10 years | Provides specialized subject matter expertise, guidance, and project direction in one or more of the following areas: data warehousing and data mining including predictive modeling; and decision technology application at the enterprise and group level. | $283.84 |
| MG-GSA | Managing Consultant | Bachelor's degree | 8 years | Provides project management and high level technical direction. Supports the definition and implementation of planning processes and systems at the enterprise or group level including both strategic and operational activities. Manages and coordinates project activities and serves as the technical lead and liaison for the client. | $248.33 |
| SR-GSA | Senior Systems Consultant | Bachelor's degree | 4 years | Provides direction, facilitation, planning analysis, performance measurement analysis, and technical analysis and design for executive information and decision support technologies in support of enterprise or group level planning. | $212.89 |

| | | | | Serves as the technical and team lead for the project. | |
|---|---|---|---|---|---|
| TC-GSA | Technical Consultant | Bachelor's degree | 2 years | Provides SAS related consulting and implementation service including requirements gathering, analysis, solution development, knowledge transfer and project closeout both off and on customer site; Understands, utilizes and communicates best practice methodologies and industry standards internally and externally; Developing problem solving, organizational, decision-making written, oral and interpersonal skills; Ability to independently identify and troubleshoot bugs and issues within the code base and provide problem resolution. | $169.30 |

**Footnote**

Executive Information Systems, LLC reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One year of experience is the equivalent of one year of education.
2. One year of education is the equivalent of one year of experience.
3. Certification related to the technology is equivalent to two years of experience or education requirement.

EXHIBIT C FOLLOWS THIS PAGE

# Babel Street Product End User Subscription Terms

This Agreement is entered into and made by and between Executive Information Systems, LLC (EIS), as Reseller of the Babel Street products, (**"Licensor"**) and the entity authorized to order under GSA Schedule Contracts Customer identified in the order (**"Licensee" or "Ordering Activity"**) who have negotiated the terms and conditions herein, which is made effective upon the parties' mutual acceptance of the negotiated terms and Licensee's use of the software. This agreement covers the grant of Licensee's use and access of Commercial Software as specified herein and/or listed on an approved task or purchase order (**Products/Services**). Licensee acknowledges that Babel Street, Inc. ("Babel Street"), as the supplier and owner of the Babel Street Application (as defined below), is an intended third-party beneficiary of this Agreement for all purposes and shall have the right to enforce all applicable provisions herein.

**By agreeing to the End User Subscription Terms (the "Terms") pursuant to the applicable Order Form (as defined below), Customer (as defined below) acknowledges and agrees that these terms govern any and all use of the Application and the relationship with Licensor and Babel Street. These Terms shall be effective as of the date set forth on the applicable Order Form (the "Effective Date").**

1. **DEFINITIONS.** In addition to other terms defined elsewhere in these Terms, the terms below are defined as follows:

1.1. **"Agreement"** shall mean, collectively, these Terms, any Order Form (including add-on Order Forms), and any applicable addenda (**"Addenda"**) with respect to Babel Street products or services.

1.2. **"Application"** means the Babel Street application(s) listed on an Order Form, as such application(s) may be updated from time to time by Babel Street in its sole discretion. For avoidance of doubt, Data Feeds are provided through, but are not part of, the Application itself.

1.3. **"Authorized User"** means an employee of Customer or independent contractor to Customer that (a) is authorized by Customer and permitted by Babel Street to access or use the Application, and (b) has completed the then-current Babel Street training on the use of the Application. An Authorized User does not acquire individual rights in the Application other than the right to access and use such Application on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions herein.

1.4. **"Confidential Information"** shall have the meaning set forth in Section 9.1 below.

1.5. **"Customer"** means the Ordering Activity under GSA Schedule contracts as represented by a government "Ordering Activity" named in a Purchase/Task Order document. .

1.6. **"Customer Data"** shall have the meaning set forth in Section 6.3.

1.7. **"Data Feed"** means (a) such social media communications, web sites, news outlets, and other publicly and/or commercially available data feeds as Babel Street may provide through the Application, as may be modified from time to time in Babel Street's sole discretion, and/or (b) additional premium data feeds that are offered via a third party and provided by Babel Street through the Application for an additional Fee and as described on one or more Order Form(s).

1.8. **"Fees"** means any and all fees payable (a) directly by Customer to Babel Street, or (b) indirectly on behalf of Customer to Babel Street through a procurement agent, in connection with each Order Form.

1.9. **"Online Account"** means the authorized access into the Application as established in accordance with Section 2.2 hereof for use by any particular Authorized User, and includes any applicable controls, permissions and data unique to such user.

1.10. **"Online Account Access Information"** means the private access information (for example, username and password) used by each Authorized User of the Application to access his/her individual Online Account.

1.11. **"Order Form"** means (a) one or more order form(s) signed by Customer, (b) one or more order form(s) signed on behalf of a Customer by a procurement agent, or (c) a directive to secure one or more Subscriptions under a pre-existing agreement between a Customer and a procurement agent in connection with which Babel Street has agreed to provide such Subscriptions, each of

which shall describe Customer's Subscription (including the term and price thereof), Customer's subscription to any premium Data Feed(s), if applicable, and shall be subject to the Terms and any applicable Addendum.

1.12. "**Privacy Policy**" means Babel Street's Privacy Policy (attached hereto), as the same non-material terms may be updated from time to time.

1.13. **"Reseller"** means EIS, the company designated and authorized by Babel Street to have the right to offer subscriptions to the Babel Street Application for profit to public, private and governmental customers or end users.

1.14. **"Supplier"** means Babel Street, Inc.

1.15. **"Subscription"** means the rights granted by EIS as Reseller of the Babel Street Application to Customer to access and use the Application(s), pursuant to the Agreement.

2. **RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP**

2.1. **Right to Use**.

2.1.1. **Grant of Right.** Subject to the Agreement, EIS, as a Reseller of Babel Street, grants to Customer a limited, nontransferable, nonexclusive, revocable (as set forth herein) right to access and use, and to permit Authorized Users to access and use, the Application solely for Customer's internal use, without any further right to use, sublicense, distribute, transfer, or transmit the Application and/or the Data Feeds, or any portion thereof. Babel Street reserves all rights in and to the Application(s) not expressly granted in the Agreement. Without limiting the generality of the foregoing, the right to access and use the Application(s) granted herein does not cover any underlying components of the Application(s), Babel Street's underlying application engines, or any other component of the Application or the operating environment within which the Application operates that is not intended by Babel Street for access by any Authorized User including, but not limited to, individual Data Feeds.

2.1.2. **Condition of Rights.** The rights granted herein, and Customer's use of the Application, are conditioned upon Customer's compliance with the terms and conditions of the Agreement, including, but not limited to, the timely payment of all applicable Fees.

2.2. **Protection of Online Account Access Information.** Licensor will supply Customer with the means to create private Online Account Access Information for its Authorized Users, subject to the limitations set forth in the applicable Order Form. Online Accounts are designed for private use and should only be accessed through the Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of the Application made through Customer's Online Accounts by any person and for insuring that all use of Customer's Online Accounts is for authorized purposes only and complies fully with the provisions of the

Agreement. Customer agrees to promptly notify Licensor of any unauthorized use of any Online Account Access Information or any other breach of security, assist in preventing any recurrence thereof, cooperate fully in any proceedings undertaken to protect the rights of the Supplier of the Application.

2.3. **Internet Connectivity; Disclaimer.** Babel Street through Licensor will make the Application available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Application. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Application (including, but not limited to, any Data Feeds therein) or performance hereunder. Customer agrees that Babel Street is not in any way responsible for any unforeseen interference with Customer's use of or access to, and/or the performance of, the Application arising from or attributable to the Internet.

2.4. **Restrictions.** Without a separate written agreement with Babel Street through Licensor, Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print the Application or any part of the Application, including but not limited to any component (including Data Feeds) which comprises the Application; (b) view, read, modify, port, adapt or create derivative works of the Application or any component thereof; (c) reverse compile, reverse assemble, disassemble or print the Application's source code or object code or other runtime objects or files related to the Application or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application; (d) permit use of, or grant access to, the Application to any third party other than an Authorized User (including outsourcers performing work for Customer); (e) rent, lease, distribute (or redistribute), provide or otherwise make available the Application, in any form, to or for the benefit of any third party (including in any service bureau or similar environment); (f) use or access the Application on behalf of any other third party (whether on an outsourcing, service bureau, or other basis), including, but not limited to, to process, search, and/or evaluate Data Feeds and/or Customer Data on behalf of any third party; (g) share any Online Account or Online Account Access Information with third parties; (h) create any "links" to or "frame" or "mirror" the Application or any portion thereof; (i) defeat, disable or circumvent any protection mechanism related to the Application, (j) use the Application, or allow the transfer, transmission, export, or re-export of the Application or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency or the data privacy provisions of any applicable jurisdiction; (k) remove or modify any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Application (including any screen displays, etc.) or any other products, Data Feeds or materials provided by Babel Street hereunder; or (l) publish, reproduce, distribute (or redistribute), sell, or otherwise disseminate any data, information, or document retrieved through the Application (even if in the public domain) to any individual or entity outside of Customer. Under no circumstances can any content retrieved from or through the Application be resold or repackaged by Customer. In addition, Customer shall not violate or attempt to violate the security of Babel Street's (or any of its third party service provider's) networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

2.5. **Suspension of Access.** In addition to any other rights of Licensor hereunder, certain circumstances may require Licensor to temporarily suspend an Authorized User's access to the Application, with notice, if Licensor determines in its reasonable discretion that the network is being compromised, or to modify, the Application and/or any component thereof (including any Data Feed), and/or any

Online Account or any Online Account Access Information without notice in order to: (a) prevent damage to, or degradation of the integrity of the Babel Street network; (b) comply with any law, regulation, court order, or other governmental request or order; (c) comply with the terms of any provider of any Data Feed or other third-party component of the Application and/or Services; or (d) otherwise protect Supplier or Licensor from potential legal liability or harm to its business. Babel Street will use commercially reasonable efforts to notify Customer of such temporary suspension as soon as reasonably practicable. In the event of a suspension, Babel Street will promptly restore Customer's access to the Application or portion thereof as soon as the event giving rise to the suspension has been resolved, as determined in Babel Street's discretion. Nothing contained in these Terms will be construed to limit Babel Street's actions or remedies or act as a waiver of Babel Street's rights in any way with respect to any of the foregoing activities. Babel Street will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application (in whole or in part) as set forth in the Agreement.

2.6. **Reservation of Rights.** Except for the limited right granted in Section 2.1, as between Customer and Babel Street, Babel Street, and its third-party suppliers, retain all intellectual property and other proprietary rights, title, and interest, express or implied, in and to the Services, the Application, and any and all information and data made available to Customer through the Application, including, but not limited to, all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Application that are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of the Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "Babel Street, Inc.," "Babel Street," "Babel X," "Babel Streams," "Decipher Your World" or any other trade or service marks of Babel Street or any of its affiliates unless expressly agreed to in writing by an authorized representative of Babel Street. Babel Street and, if applicable, its third party suppliers will own all rights in any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer.

3. **FEES AND PAYMENT.** The amount of Fees payable are to be paid in accordance with the awarded contract terms and conditions and the payment terms related thereto, shall be as forth in the Order Form.

4. **TERM & TERMINATION**

4.1. **Expiration of Rights.** Customer's right to access and use the Application shall be for the period set forth in the applicable Order Form (the **"Term"**). At all times during the Term, and at any time Customer is accessing and/or using the Application, the Agreement shall continue to govern unless: (i) the Agreement is superseded by a revised written agreement prior to any renewal term, or (ii) the Agreement is terminated under subsection 4.3.

4.2. **Expiration.** Unless renewed pursuant to an Order Form, and subject to the terms of Section 4.4 below, the Agreement (including the applicable Order Form) shall automatically expire and terminate at the end of the Term set forth in such Order Form; provided, that if Customer has a Subscription for more than one Application pursuant to a separate Order Form, then the Agreement shall continue with respect to the other Application(s) and will automatically expire and terminate upon the expiration of Customer's rights to the last Application governed under the Agreement in accordance with the terms of such Order Form.

4.3. **Termination for Cause.**

4.3.1. **By Either Party.** Financial recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the

Contracting Officer.

**4.3.2. Continued Performance.** The Supplier or Licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this Agreement. If the Supplier or Licensor believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

**4.3.3.** Termination of the Agreement by Licensor as reseller of the Babel Street Application pursuant to this subsection 4.3 will not affect: (a) Customer's obligation to pay any Fees due for access to the Application prior to and including the termination date, to Licensor through which the Subscription was purchased.

**4.4. Effect of Expiration or Termination.** Upon any expiration or termination of the Agreement, all rights granted to Customer thereunder will immediately terminate and Licensor will have the right to immediately and indefinitely suspend Customer's access to and use of the Application without further notice to Customer. The following sections will survive the expiration or termination: subsections 2.4, 2.6, 4.3, 4.4, 6.3.3, 7.3, 7.4, 7.5, and 7.6 and Sections 1, 3, 5, 6, 8, 9 and 10.

**5. SUPPORT AND TRAINING.** Licensor will make available Babel Street's product support (described in Section 5.1) and training (described in Section 5.2) for the Application (collectively referred to herein as "**Support**"). The Babel Street Customer Experience (**"CX"**) Team provides Support and training through Babel University, Babel Street's learning management system. Babel Street reserves the right to modify its Support policies and procedures from time to time.

**5.1. Support.** Support includes (a) answering questions and providing a reasonable level of guidance to Customer about the Application, and (b) troubleshooting and workaround assistance. Customer must provide details sufficient for CX to reproduce any reported issue, including a detailed description of the issue, screenshots, and any other information reasonably requested. CX does not provide support for software, hardware, or any other technology developed by third parties. Babel Street provides support Monday through Friday from 08:00 am – 6:00 pm Eastern Time (U.S.) unless premium support has been purchased.

**5.2. Training.** Licensor, through Supplier, provides a number of training and onboarding options for Authorized Users. Included with each Subscription is access to the Babel University. Babel University offers self-paced training via a series of learning paths designed for each user level. Babel Basics, the core learning path, is required for all Authorized Users and upon successful completion, Online Account Access Information for the Application is issued for each such Authorized User. Alternative initial training and/or supplemental training may be purchased under a separate Order Form at daily fixed rates. Alternative or supplemental training may be provided at Babel Street's training facility in Virginia or at Customer's chosen location. Travel costs are additional and based on Customer's location. Virtual or In-person alternative training must be scheduled with Babel Street at least fifteen (15) days in advance or thirty (30) days in advance for any Customer outside of the continental United States.

**6. CUSTOMER REPRESENTATIONS AND WARRANTIES**

**6.1. Customer Responsibilities.** Customer understands, agrees and acknowledges that:

**6.1.1.** Customer will be responsible for, and shall review and independently verify, the accuracy of any and all content accessed and results received through the Application, including, but not limited to, the Data Feeds and the Customer Data, and any translations thereof;

**6.1.2.** Neither Babel Street nor Licensor will provide any legal or other professional or expert advice of any kind;

**6.1.3.** Customer is responsible, for itself and the Authorized Users, for: (a) selection of adequate and appropriate products to satisfy Customer's needs and achieve Customer's intended results; (b) all results obtained from the Application; (c) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Application, and for all costs associated therewith; and (d) selection, use of, and results obtained from any other programs, computer equipment or services used with the Application, and (e) any and all decisions made by Customer based on and/or in connection with its use of the Application.

**6.2. Customer's Representations.** Customer represents, warrants and covenants that:

**6.2.1.** Intentionally Omitted;

**6.2.2.** Customer will not use the Application to create or enhance a product, service or database that competes with Babel Street or the Application;

**6.2.3.** Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, and Customer's use of the Application and any information provided and/or accessed in connection with the Agreement and/or the Application, including, but not limited to, the Data Feeds, shall in all cases comply with all applicable federal, state and local and foreign laws and regulations;

**6.2.4.** Intentionally Omitted.

**6.2.5.** Customer is not prohibited by any law, regulation, or third-party agreement from ordering the Applications;

**6.2.6.** Customer will not otherwise violate the rights of any third party, and will at all times comply with any and all terms of use applicable to any and all Data Feeds available through the Application, while accessing and/or using the Application;

**6.2.7.** Customer will not use the Application to transmit, route, provide connections to or store any material that violates or promotes the violation of any of the restrictions of subsection 6.3 below; and

**6.2.8.** Customer will not use the Babel Street Application or any information obtained in connection with use of the Application (including any Data Feed), in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b) (as defined below).

**6.3. Customer Data.**

**6.3.1.** Customer has sole responsibility for all data, information, account credentials to third-party applications, records or files that are uploaded or imported into the Application by or on behalf of Customer (the "**Customer Data")**. Customer agrees not to upload, transmit, or use any Customer Data: (a) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality obligations, copyright laws, or fiduciary obligations that Customer might have with respect to the Customer Data); (b) for which Customer does not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data; (c) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, other intellectual property right, moral right or right of publicity or Babel Street's Privacy Policy); (d) that is false or misleading; (e) that is defamatory, obscene, or offensive; (f) that is classified information or controlled unclassified information; (g) from any third-party application or service for which

Customer does not have valid account credentials; or (h) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

6.3.2.   Babel Street does not claim any ownership rights in any Customer Data. Customer acknowledges that it has ownership in and/or the right to use Customer Data (as defined in Section 6.3.1 above), including all of the intellectual property rights associated with such Customer Data.  In the event that Customer elects, in its sole discretion, to import or otherwise upload any of its own data (Customer Data) into the Application, Customer hereby grants Babel Street and its subcontractors a permission (in the form of a non-exclusive, worldwide, transferable (only as set forth herein) right, on a royalty-free basis), to store, use, copy, distribute and process Customer Data on Customer's behalf solely to the extent required to perform Babel Street's obligations in connection with the Agreement. Licensor shall notify Licensee of any Customer Data that it believes to be in violation of the Agreement and its intent to remove such information.

6.3.3.   Licensor will take reasonable safeguards to prevent the loss of or alteration of Customer Data properly submitted through Customer's use of the Application in accordance with the Supplier's internal information security policy, as may be updated from time to time. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS BY THEIR NATURE ARE CAPABLE OF CIRCUMVENTION AND THAT BABEL STREET DOES NOT AND CANNOT GUARANTEE THAT THE APPLICATION AND/OR ANY INFORMATION AND DATA CONTAINED THEREIN (INCLUDING, BUT NOT LIMITED TO, CUSTOMER DATA) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. Licensor shall not be responsible or liable for any such unauthorized access, nor shall any such unauthorized access constitute a breach by Babel Street of its confidentiality obligations hereunder, provided such unauthorized access or breach was not a result of gross negligence. It is Customer's responsibility to backup onto Customer's own local system all Customer Data that Customer submits to the Babel Street network.  Licensor will notify the Ordering Activity, as promptly as possible under the circumstances and without unreasonable delay, of any security breach involving any Customer Data.

7.  **WARRANTIES**

7.1.   **General Warranties.**  Licensor represents and warrants that: (a) it has title to the Application and/or the right to grant Customer the rights to use the Application as set forth herein; and (b) has not nor has its Supplier knowingly inserted into the Application any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and Licensor's liability, for (i) a breach of item (a) by Licensor as Reseller shall be the exercise of Customer's indemnity rights under subsection 7.2 below, and (ii) a breach of item (b) shall be to issue Customer a pro–rata refund of the portion of the pre-paid subscription Fee applicable to the portion of the applicable Term existing at the time.

7.2.   **Indemnification.**

7.2.1.   Subject to the other terms and conditions set forth herein, Licensor agrees to indemnify Customer, its employees, officers, and directors, at Babel Street's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into by Customer in compliance with the Agreement) from and against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of the Application itself (but specifically excluding any claim, demand, action or proceeding  in any way related to or in connection with any Data Feed and/or Customer Data) as permitted herein infringes or violates any third party's issued United States patent, trademark or trade secret; provided that the Supplier is reasonably notified of such claims and proceedings and has the right to intervene in the proceedings at its own expense and counsel of its choice in such claims and subject to the following sentence:  Any clause of this agreement requiring the commercial Supplier or Licensor to defend and have

sole right to exercise control in any such actions on behalf of the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

7.2.2.   The Licensor or Supplier indemnity obligations under subsection 7.2.1 hereof will not apply if and to the extent that they arise from or relate to: (a) the access or unlawful use of the Application in any manner other than as permitted hereunder; (b) the use of the Application in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology supplied by any person other than Babel Street; or (c) any data, information, or other intellectual property supplied by Customer, an Authorized User, or any other third party other than Authorized Users (and other than Babel Street), including, but not limited to, Customer Data and/or Data Feeds.

7.2.3.   If any Application becomes, or in Babel Street's opinion, is likely to become, the subject of a third party claim covered by Babel Street's indemnification obligations under subsection 7.2.1, then Babel Street may, in its sole discretion and at its sole cost and expense: (a) procure for Customer the right to continue using such Application; (b) modify the infringing portion of the Application so as to render it non-infringing but still appropriate for its intended use under the Agreement; or (c) replace the infringing portion of the Application with non-infringing items with substantially similar functionality.  If Babel Street reasonably determines that none of the foregoing is commercially practicable, then either Babel Street or Customer has the option to terminate the Agreement and receive a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term.  This Section 7.2.3 states Babel Street's entire liability and the sole and exclusive remedy of Customer for any claim of infringement or other violation of any intellectual property rights.

7.3.   **Limited Warranty**.   LICENSOR WARRANTS THAT THE APPLICATION WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH APPLICATION WRITTEN MATERIALS ACCOMPANYING IT.  EXCEPT AS STATED IN SUBSECTION 7.1, THE APPLICATION (INCLUDING ANY AND ALL DATA FEEDS), SUPPORT, AND ANY THIRD-PARTY SOFTWARE, DATA, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.  BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT THEREOF (INCLUDING, BUT NOT LIMITED TO, DATA FEEDS) WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE APPLICATION, ANY DATA FEED, OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL APPLICATION DEFECTS WILL BE CORRECTED.  NO EMPLOYEE OR AGENT OF BABEL STREET OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT WITHOUT THE PARTIES WRITTEN AGREEMENT. CUSTOMER FURTHER AGREES THAT BABEL STREET WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, OR DAMAGE ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, TRANSLATING, OR DELIVERING ANY DATA, DATA FEED, AND/OR OTHER INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. **THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM EIS'S AS RESELLER, NEGLIGENCE; (2) FOR FRAUD; (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW OR (4) EXPRESS REMEDIES PROVIDED UNDER ANY FAR, GSAR OR**

**SCHEDULE SOLICITATION CLAUSES INCORPORATED INTO THE GSA SCHEDULE CONTRACT**

7.4. **Limitation of Liability and Damages.** NEITHER PARTY (AND IN THE CASE OF LICENSOR OR BABEL STREET, THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. THE CUMULATIVE, AGGREGATE LIABILITY OF LICENSOR OR SUPPLIER AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM IN CONNECTION WITH WHICH SUCH CLAIM AROSE. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THE AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. **THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM EIS'S AS RESELLER, NEGLIGENCE; (2) FOR FRAUD; (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW OR (4) EXPRESS REMEDIES PROVIDED UNDER ANY FAR, GSAR OR MULTIPLE AWARD SCHEDULE SOLICITATION CLAUSES INCORPORATED INTO THE GSA SCHEDULE CONTRACT.**

7.5. **Third-Party Products.** The Application may contain code, content, features, functionality, and components that are provided by third parties. Furthermore, the Application may require data and information from third parties in order to work properly, and such third-party data and information may not always be accessible. ANY BABEL STREET-PROVIDED THIRD-PARTY PRODUCTS SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY BABEL STREET. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY THE SUPPLIERS AND/OR LICENSORS OF SUCH THIRD-PARTY PRODUCTS AND CUSTOMER HEREBY RELEASES BABEL STREET FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.

7.6. **Data Feeds**. Because Licensor and Supplier have no control over, and cannot independently verify, the accuracy of the information maintained by third-party information sources of the Data Feeds and other data that may be accessible through the Application, Licensor nor Supplier make any guaranties, representations or warranties as to the availability, accuracy or completeness of contents or results of the Application and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any Data Feeds or other information retrieved from or through the Application. Babel Street cannot and does not accept any liability for errors or omissions in the information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Data Feeds and/or other information, content, or records that may contain personally identifiable information. In addition, some Data Feeds may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Application and/or a separate Addendum.

8. **DISPUTE RESOLUTION.** Any dispute that arises under this Agreement shall be handled in accordance with the Contract Disputes Act (41 U.S.C. 7101-7109).

8.1. **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

8.2. **Jurisdiction. This Agreement is governed by Federal Law.** The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Agreement or to the parties in general. The parties further agree that the Uniform Computer Information Transactions Act or any version thereof ("UCITA") shall not apply to the Agreement, any Order Form or any Services provided thereunder (including the Application). To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

8.3. **Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to EIS's billing address of record. or Babel Street, Inc., 1818 Library Street, Suite 500, Reston, VA 20190 Attn: President.

8.4. **Enforceability**. In the event that any of the provisions, or portions thereof, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions and portions thereof of the Agreement shall not be affected thereby.

8.5. **Waiver.** A party's failure or delay to require compliance with the conditions of the Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such condition or right. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

9. **CONFIDENTIALITY**

9.1. **Nonuse and Nondisclosure**.

9.1.1. If applicable, the parties shall protect any and all Confidential Information exchanged in connection with the Agreement in accordance with the Mutual Non-Disclosure Agreement executed by the parties prior to the Effective Date (the "NDA") and in effect during the Term. In the event of any conflict between the terms and conditions of the Agreement and any amendment thereto and the terms and conditions of the NDA, then the terms and conditions of the NDA shall govern. Nothing in the Agreement shall modify or supersede the NDA.

9.1.2. During the term hereof and for four (4) years after termination or expiration of the Agreement, any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is conveyed before or after the Effective Date by the disclosing party to the recipient, whether orally, in writing, electronically, by demonstration, or by magnetic or other media, including, but not limited to, the Application and all proprietary information in connection therewith (including, but not limited to, any and all user documentation), Customer Data, and any discussions between the parties regarding other potential business relationships (the "**Confidential Information**"), shall be held in strict confidence by the parties, and will not be used, made available or disclosed to any third party without the other party's prior written consent, except as expressly permitted hereunder. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform or otherwise fulfill the obligations under the Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 9 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care). Licensor acknowledges that Federal agencies are subject to the Freedom of Information Act (FOIA) and some information may be released despite being characterized as "confidential" by Licensor, and Licensor agree that that courts of competent jurisdiction may require certain information to be released under FOIA (5 USC 552)

that does not fall under certain exceptions, and such information must be released when requested.

9.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than a breach of the terms of the Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (iv) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must notify the disclosing party of any such requirement prior to disclosure, if allowed under applicable law, in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

9.3. Neither this Agreement nor the GSA contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act (FOIA). Notwithstanding anything in this Agreement to the contrary, the Customer may retain any Confidential Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

9.4. **Expiration.** Upon termination or expiration of the Agreement, both parties agree to destroy all copies of Confidential Information of the other party, including, without limitation, all electronically stored copies. However, each party will be entitled to retain copies of the other party's Confidential Information preserved or recorded or saved automatically to standard back-up or archival systems. Moreover, the parties hereto may retain a copy of such Confidential Information for the sole purpose of and to the extent necessary to comply with applicable and legal, regulatory, and/or reasonable internal archival policies and requirements (with such Confidential Information otherwise remaining subject to the terms and conditions of this Section 9). The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 9.

10. **MISCELLANEOUS**

10.1. **Entire Agreement.** The Agreement constitutes the entire and exclusive agreement and understanding between Customer and Licensor with respect to the Babel Street Application, and/or Support to be furnished hereunder, including any representations, express or implied, with respect to the Application and/or Support, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals). Notwithstanding anything to the contrary contained herein or in any terms and conditions posted within the Application, such online terms shall be of no force or effect with respect to Customer's use of the Application, and such usage shall be governed by the Agreement. Further, unless otherwise expressly agreed to in writing by the parties, any and all purchase orders or similar documents submitted by or on behalf of Customer to Licensor will be for Customer's administrative purposes only and the terms and conditions contained in any such purchase order or similar document will have no force and effect and will not amend, supersede, or modify the Agreement in any manner. No supplement to, or modification or amendment of, the Agreement will be binding unless executed in writing by authorized representatives of Babel Street and Customer.

10.2. **Order of Precedence**. Any inconsistencies or conflicts between these Terms, contract, solicitation, and any Order Form and/or Addendum shall comply with the order of precedence at 52.212-4(s).

10.3. **Contact Information.** Customer agrees to always provide Licensor with Customer's most current contact information, including

Customer's address, phone number, fax number and e-mail address.

10.4. **Licensing Audit.** Upon Licensor's written request, Customer shall furnish Babel Street with a signed certificate verifying that Customer is using the Application pursuant to the terms of the Agreement and the Application is being used only by Authorized Users.

10.5. **Export Restrictions.** Customer is advised that the Application and content contained within the Data Feeds may be subject to access and export controls under United States laws and regulations, including the U.S. Export Administration Regulations, and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly access, export, import or transmit the Application and/or the content contained within the Data Feeds from or to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations) or Data Feed terms of use. Additionally, Customer agrees not to directly or indirectly access, export, import, transmit or use the Application or the Data Feeds contrary to the laws or regulations of any other governmental entity that has jurisdiction over such access, export, import, transmission or use.

10.6. **FCRA Use Prohibition.** Babel Street is not a "consumer reporting agency," for purposes of and as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), and the Application (including any information from the Application, including the Data Feeds) does not constitute or generate "consumer report" information, as defined by FCRA. Customer may not use the Babel Street Application or use any information obtained from Babel Street, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b).

10.7. **Modification/Replacement of Application.** Babel Street reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Application, any component thereof, or any Data Feeds or other content or functionality offered through the Application for any reason. If an Application is discontinued during the applicable Term, then Babel Street will, in its discretion, either: (a) provide a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term; or (b) replace the discontinued product for the duration of the then-current Term with a successor product having equal or greater functionality at no additional cost to the ordering activity/Licensee..

10.8. **Assignment.** Licensor may not assign, sublicense or otherwise transfer this Agreement as an attachment to the GSA contract or any of the rights or obligations hereunder without the prior written consent of a duly authorized Customer Contracting Officer, whose consent shall not be unreasonably withheld. The Licensor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Licensor may not assign its rights to receive payment under this contract.

10.9. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** The Application is provided subject to the license granted in Section 2 above, pursuant to FAR 12.212. To the extent any technical data is provided pursuant to these Terms and Conditions, such data is provided subject to the license granted herein pursuant to FAR 12.211, or, if and only if required by U.S. federal law, in accordance with the rights set forth in DFARS 227.7102-2 and DFARS 252.227-7015 (FEB 2014). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is Babel Street, Inc., 1818 Library Street, Suite 500, Reston, Virginia 20190.

10.10. **Data Transmission Notification**. The Application may transmit to

Babel Street various information relating to Customer's use of the Application, including general information about Customer's systems (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version). Babel Street may not use any governmental confidential system information for any other reasons whether known and unknown except for solely internal quality assurance and software error checking purposes, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. Breach of this paragraph by Licensor or Supplier may result in the Ordering Activity seeking damages against Licensor or Supplier that are available in Contract and Tort Law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date set forth below.

**Babel Street, Inc. (Supplier)**                    **Executive Information Systems, LLC (Reseller)**

Signature  _____        Signature  _____

Name  _____            Name  _____

Title  _____            Title  _____

Date ("Effective Date")  _____    Date  _____

**Ordering Activity:** _____ **(Customer)**

Signature  _____

Name  _____

Title  _____

Date  _____

End User Subscription Terms (USG GSA Form 083018)

The provisions of this Third-Party Data Terms Addendum (this "Addendum") are hereby made a part of that certain Agreement entitled Babel Street Product End User Subscription Terms (the "Terms") previously entered into by and between Executive Information Systems, LLC (EIS), as Reseller of the Babel Street products ("Licensor") and the U.S. Government Customer ("Licensee" or "Ordering Activity"), and shall apply to any and all content, data, data packages, and other external information that Licensee accesses through the Application that constitutes or could otherwise be considered Third-Party Data (as defined below).

1. **DEFINITIONS**. In addition to other terms defined elsewhere in this Addendum or the Terms, the terms below are defined as follows:

1.1. "**Customer Data**" means any and all data, information, records, and/or files that are uploaded or imported into the Application by or on behalf of Licensee that Licensee owns, otherwise has the right to use, or has acquired or licensed other than in connection with Licensee's use of the Application, as further described in the Terms.

1.2. "**Third-Party Data**" means (a) certain publicly and/or commercially available data, information, records, and/or files that Licensee has the right to use, whether through Babel Street or a third party, that is in a format satisfactory to Babel Street and that Babel Street is able to bring into the Application, and/or (b) Customer Data.

2. **LICENSEE REPONSIBILITIES.**

2.1. **Acknowledgments**. Licensee acknowledges and agrees that:

2.1.1. Babel Street's sole obligation to Licensee in connection with any Third-Party Data to provide the means by which Licensee can create a connection between the Application and any such Third-Party Data;

2.1.2. (a) Babel Street has no control over the availability, accuracy or completeness of any Third-Party Data; (b) the Third-Party Data is provided by parties other than Babel Street and may not be available at any time or when needed, and may be rendered unavailable or terminated in whole or in part at any time without prior notice; (c) the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Third-Party Data, and Babel Street is not and will not be in any way responsible for any such interference with Licensee's access to any Third-Party Data; and (d) exporting Third-Party Data from the Application, and/or importing Third-Party Data into the Application, may be subject to technical limitations established by Babel Street from time to time;

2.1.3. All rights and obligations with respect to Third-Party Data shall be governed by the terms and conditions of the agreements provided by the suppliers and/or licensors of such Third-Party Data, to the extent applicable, and, except to the extent prohibited by applicable federal or national laws or regulations, Licensee hereby releases Babel Street from any and all liability and/or responsibility in connection with Third-Party Data, including, but not limited to, in connection with any information, content, or records that may contain personally identifiable information and/or whether any of the foregoing may be accessible via the Application;

2.1.4. Due to the varied nature of Third-Party Data and Babel Street's inability to attest to the accuracy of Third-Party Data (including any results Licensee may obtain), Third-Party Data may be unsuitable for use in legal or administrative proceedings; and

2.1.5. In accordance with various national privacy and/or data protection laws, including the European Union's General Data Protection Regulation (GDPR), the availability of some Third-Party Data may be limited, and may be subject to additional terms within the Application, such as use case restrictions.

2.2. **Compliance**. Licensee represents, warrants, and covenants that:

2.2.1. Licensee's use of the Third-Party Data shall in all cases comply with (i) all applicable federal, state and local and foreign laws, rules, directives, executive orders, and regulations, as such may be amended from time to time, including, but not limited to, the Privacy Act of 1974 in the United States and any corresponding laws or regulations in Licensee's home country, and (ii) wherever applicable, Babel Street's Privacy Policy;

2.2.2. Licensee (i) has all rights, licenses, and/or permissions necessary to access the Third-Party Data through the Application in Babel Street's environment, and to permit Babel Street to process such Third-Party Data through the Application, (ii) shall at all times comply with any and all contractual obligations, terms of use, and other usage restrictions and/or limitations applicable to any and all Third-Party Data accessible through the Application, and, (iii) to the extent applicable, has satisfactorily completed all internal legal and privacy reviews and has received appropriate approvals to receive and use the Third-Party Data; and

2.2.3. With respect to Customer Data, Licensee shall not: (a) upload, transmit, or use any Customer Data that (i) Licensee does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality obligations, copyright laws, or fiduciary obligations that Licensee might have with respect to the Customer Data), (ii) infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity), or (iii) is defamatory, obscene, or offensive; (b) use any Customer Data in a manner that violates, or encourages any conduct that would violate, any applicable law or regulation, including any applicable privacy laws or regulations, or would give rise to civil or criminal liability; and (c) use the Application to transmit, route, provide connections to or store any material (including, but not limited to, Customer Data) that violates or promotes the violation of any of the restrictions of this subsection.

2.3. **Right to Use Third-Party Data.** Babel Street does not claim any ownership rights in any Third-Party Data. However, by requesting that Babel Street make Third-Party Data available through the Application, Licensee grants Babel Street the nonexclusive, worldwide, transferable right, on a royalty-free basis, to possess, store, use, copy, distribute and process Third-Party Data on Licensee's behalf to perform Babel Street's obligations in connection with this Agreement, and to sublicense this right to third parties assisting Babel Street in fulfilling Babel Street's obligations hereunder. Licensee represents, warrants and covenants to Babel Street that (a) Licensee has all rights necessary to grant the rights set forth herein, and (b) Babel Street's processing or possession of any Third-Party Data in compliance with the foregoing shall not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. To the extent that any Third-Party Data constitutes personal data under GDPR, Licensee hereby directs Babel Street to process, handle, and store such data only to the extent requested by Licensee. Babel Street reserves the right, in its sole discretion, at any time, to remove any Third-Party Data that it believes to be in violation of this Agreement. In accordance with the Terms, Licensee further directs Babel Street to process, handle, and store Personal Data made available by Licensee through the Third-Party Data for the purpose of (i) providing the Application, and (ii) other purposes set out in the Babel Street Privacy Policy, in each case as the same may be limited by any applicable federal or national laws or regulations.

3. **DISCLAIMER.**

3.1. **Disclaimer of Warranties**. Babel Street makes no

guaranties, representations, or warranties in connection with the Third-Party Data, and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any information retrieved from or through the Application, including, but not limited to, Third-Party Data. Babel Street cannot and does not accept any liability for errors or omissions in the information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Third-Party Data and/or other information, content, or records that may contain personally identifiable information and/or geolocation information. In addition, Licensee acknowledges that some Third-Party Data may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Application. ANY AND ALL THIRD-PARTY DATA IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. BABEL STREET DOES NOT WARRANT THAT THIRD-PARTY DATA WILL BE ERROR OR DEFECT FREE, OR THAT ANY THIRD-PARTY DATA WILL ALWAYS BE ACCESSIBLE OR AVAILABLE. BABEL STREET WILL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS (WHETHER NEGLIGENT OR OTHERWISE) IN PROCURING, COMPILING, COLLECTING, INTERPRETING, MAPPING, TRANSLATING, REPORTING, COMMUNICATING OR DELIVERING ANY THIRD-PARTY DATA AND/OR OTHER INFORMATION TO LICENSEE IN CONNECTION WITH THIS AGREEMENT.

3.2.     **Reserved.** To the extent not prohibited by the FAR or the Anti-Deficiency Act, Licensee agrees that Babel Street, its employees, officers, directors, agents, and affiliates shall not be held responsible (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) relating to: (a) Licensee's or any Authorized User's breach of this Exhibit; or (b) any and all Third-Party Data. If, and only to the extent, this provision is prohibited by the FAR or the Anti-Deficiency Act, this Section shall be of no further force or effect.

3.3.     **Disclaimer of Indemnity**. Notwithstanding the anything to the contrary in the Terms, in no event will Babel Street indemnify Licensee for any claim, demand, action or proceeding in any way related to or in connection with any Third-Party Data.

Third-Party Data Addendum (GSA 07XX21)

**Babel Street Premium Support Exhibit**

**Service Level Agreement**

1.  **APPLICABILITY.** These Premium Support terms apply to the Services currently branded as the Babel Services purchased by Customer pursuant to an Order Form entered into with Babel Street or an Authorized Partner thereof, and governed by the Babel Street End User Subscription Terms entered into with Babel Street or an Authorized Partner thereof.

2.  **DEFINITIONS**

2.1. **"Business Hour"** means each hour during a Business Day.

2.2. **"Business Day"** means 8:00 a.m. and 6:00 p.m. EST, on a Monday through a Friday, excluding local public holidays.

2.3. **"Product"** means any Babel Street offering, as applicable to Customer's Subscription.

2.4. **"EUST"** refers to Babel Street's End User Subscription Terms.

2.5. **"CX"** refers to Babel Street's Customer Experience Team.

3.  **SEVERITY DEFINITION TABLE**

| Severity Level | Description |
|---|---|
| S1 | **System Outage.** Production system outage. This includes the following scenarios:<br>• Product in production environment is unusable and is severely impacting other critical business functions, and no workaround is available.<br>• Outage of Products is leading to service interruptions to production versions of APIs exposed on the platform. |
| S2 | **Key Functionality Impaired; No Workaround.** The reported issue affects key functionality and/or causes some performance degradation, and no workaround is available. Other product features are still functional. |
| S3 | **Moderate Impact with Workaround.** Issue has moderate or minor impact on usage, and product remains functional. This category may include provisioning/change management requests, enhancement requests, common how-to questions, and any product issues with a viable workaround. |
| S4 | **Minor Impact.** Includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the product's existing features. |
| S5 | **Other Support.** Includes training, questions regarding use and other related questions. |

4.  **SERVICE LEVELS**

4.1. During the Subscription Term, Babel Street shall provide Customer with Service Levels consisting of the following: Customer must be able to access the Babel Street platform or feed at the time of Service.

| Support Category | Silver | Gold | Platinum |
|---|---|---|---|
| Administrative | Admin Support (CX) | Admin Support (CX) | Admin Support (CX) |
| Onboarding | Onboarding<br>(First 30 days) (CX) | Onboarding<br>(First 30 days) (CX) | Onboarding<br>(First 30 days) (CX) |
| Training | Online through Babel University (CX) | Online through Babel University (CX) | Online through Babel University (CX) |
| Enhanced Feedback | Per EUST terms | Per EUST terms | Customer advisory board membership (influence roadmap) |
| Solutions Engineering Support* | Not available | Dedicated Solutions Engineer (virtual) | Dedicated team of Solutions Engineers (virtual) |
| Specialized Training | Not available | Training (virtual) | Training (virtual) |
| Support Services Review | Not available | Quarterly review<br>platform review | Quarterly review<br>platform review |
| Custom Collections and Dashboards** | Not available | Requires coordination with Solutions Engineer | Requires coordination with Solutions Engineer |
| Onsite Support | Not available | Not available | Onsite training/consultation –<br>2 business days, once per year*** |

*\* Solutions Engineering Support is limited to consultation or training relating to the Application and specifically excludes (i) monitoring searches on behalf of Customer and (ii) making any representations as to the veracity of information obtained through the Application, for which Customer is solely responsible.*

*\** *Monthly Review of Custom Collections and Dashboards – We will assist in creating custom collections and dashboards for your specific use cases to support your mission needs. These custom collections will consist of data sources and key words that your team deems most relevant. In addition to creating these collections, Babel Street will coordinate closely with analysts to provide monthly activity reviews on current trends and analytics for topics and locations of interest. Once each month, the Babel Street and the customer team will review the custom collections that were created based on the customers' needs, and make limited updates (10-15 keywords, 10-15 sources, one search template) to ensure the searches continue to capture the most relevant and current topics of interest.*

*\*\*\** *Onsite training/consultation shall not exceed 8 hours per day and shall be held during normal business hours at the Customer's location. Unless specifically waived in writing by Babel Street, such training must be requested no less than 30 days in advance and is subject to the availability of qualified Babel Street staff to travel to the Customer's location.*

5. **BABEL STREET SUPPORT HOURS**

5.1. For all S5 support Babel Street will provide Customer with an initial Response to each inquiry in accordance with the table below. Babel Street will use commercially reasonable efforts to promptly resolve each incident in accordance with the terms of the Babel Street EUST. Actual response time will depend on the nature of the inquiry and the appropriate response. A resolution may consist of any solution in Babel Street's reasonable determination.

| Technical Support | Silver | Gold | Platinum |
|---|---|---|---|
| Support Hours | S1 – S5: 8x5 Business Hours | S1 – S5: 8x5 Business Hours | S1 – S5: 8x5 Business Hours |
| Response Time | S1 – S5: 2 Business Days | S1 – S5: 1 Business Day | S1 – S5: 4 Business Hours |

5.2. Upon receipt of notice of an issue, Babel Street shall assign appropriate technical personnel to the issue and provide Customer with acknowledgment that it has received such issue notice (such actions together, a "Response"). Babel Street will provide Customer with a Response to each incident in accordance with the table above. Babel Street will use commercially reasonable efforts to promptly resolve each incident in accordance with the terms of the Babel Street EUST. Actual resolution time will depend on the nature of the incident and the resolution. A resolution may consist of a fix, workaround, or other solution in Babel Street's reasonable determination.

6. **ISSUE DESIGNATION.** Babel Street's CX personnel will (a) verify Customer reported issues, provided that the issues can be reproduced and (b) determine the severity of the support request and whether the support request is a Severity Level S1 issue, a Severity Level S2 issue, a Severity Level S3 issue, a Severity Level S4 issue or other support and/or not an issue which is designated as S5.

7. **CONDITIONS FOR PROVIDING SUPPORT.** Babel Street's obligation to provide Support is conditioned upon the following: (a) Customer makes reasonable efforts to incorporate the provided solution or correct the Error after consulting with Babel Street; (b) Customer provides Babel Street with sufficient information and resources to respond to the inquiry and/or correct the Error either at Babel Street's customer support center or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in bringing the inquiry and/or discovering the issue; and (c) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Product.

8. **PRODUCT EXCLUSIONS.** The following are excluded from Babel Street Support and Maintenance obligations: (i) Software or Products that are used on or in conjunction with hardware or software other than as specified in the Order Form; (ii) altered or modified Products, unless altered or modified by Babel Street; (iii) defects in the Products due to accident, hardware malfunction, abuse or improper use; (iv) any version of the Products for which Support and Maintenance services have been discontinued by Babel Street; (v) any issues caused by third party software not licensed through Babel Street; (vi) evaluation/trial Products or other; and (vii) Third Party Solutions Components.

EXHIBIT D FOLLOWS THIS PAGE

**IMPORTANT—READ CAREFULLY**: These Terms of Use constitute a legally binding agreement between the person or entity for whom the Licensed Software will be accessed and/or used (the "**Licensee**" or "**Customer**") and Rank One Computing Corporation ("**Rank One**" or "**Licensor**"), and govern Licensee's access to and use of (i) Rank One's ROC SDK, ROC Explore Desktop and/or ROC Explore Mobile software, as applicable, and any other computer software and/or data made available to Licensee by Rank One in connection with or related to the ROC SDK, ROC Explore Desktop and/or ROC Explore Mobile, together with all modifications, Updates and Upgrades thereto (collectively, "**Licensed Software,**" *provided that* Licensed Software shall not be deemed to include any Open Source Software that might be packaged with Rank One's software but is subject to separate license terms as set forth in the User Documentation) and (ii) if applicable, Rank One's standard help files and documentation that are made available to Licensee (whether in print or electronic form) that relate to use of the Licensed Software (the "**User Documentation**").  Licensee acknowledges and agrees that Licensee is fully responsible for all acts and omissions of Licensee's personnel who access or use the Licensed Software.

The Licensed Software is also protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual U.S. and international property laws. The Licensed Software is licensed and not sold to Licensee. The Licensed Software is commercial computer software, and the User Documentation is commercial computer software documentation.

1.  **Definitions**

a. "**Executable Code**" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

b. "**Intellectual Property Rights**" means all present and future worldwide copyrights, trade secrets, patents, patent applications, trademarks, service marks, moral rights, contract rights and other proprietary rights, regardless of whether registered or unregistered.

c. "**License Key**" means a computer file that enables operation of the Licensed Software, which may include technical limitations on the permitted scope of use of the Licensed Software, as determined by Rank One.

d. "**Open Source Software**" means any software component that is subject to any open-source license

agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative.

e. "**Source Code**" means the human-readable version of a software program that can be compiled into Executable Code.

f. "**Update**" means any error correction, bug fix, modification, enhancement or workaround to the Licensed Software that Rank One makes available to Licensee under Section 5 (Updates; Upgrades) or Section 6.b (Rank One Support).

g. "**Upgrade**" means any release, function or version of the Licensed Software that contains new features or significant functional enhancements to the Licensed Software that Rank One generally makes available to customers who are similarly situated to Licensee and for which Rank One does not charge an additional fee, represented by "Y" numbers in Rank One's "X.Y.Z" versioning denotation.

2.  **License Grant.**  Rank One hereby grants to each Licensee, a non-exclusive, non-transferable, limited license, without rights to sublicense, to the extent Licensee has validly been issued License Keys necessary to:

a.  Use Rights.  Install and use the Licensed Software and User Documentation on a Licensee-owned and controlled computer system within the database size, time period and other applicable License Key limitations, solely for Licensee's ordinary internal purposes, and in no event for distribution to third parties; and

b.  Disaster Recovery.  Make one (1) archival copy of the Licensed Software for disaster recovery purposes.

3.  **Restrictions.**  Licensee's use of the Licensed Software is strictly limited to installing and using the Licensed Software on no greater than the number of computer system components and within the database size, time period and other use limitations for which Rank One has been paid all applicable license fees by Licensee or by a Rank One authorized licensed systems integrator or value added reseller in respect of Licensee's use.  Except for making one (1) archival copy of the Licensed Software for disaster recovery purposes only, Licensee shall not copy, distribute (in any form), modify or prepare derivative works based on the Licensed Software. Licensee acknowledges and agrees that the Licensed Software is made available to Licensee

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Facial Recognition Code of Ethics
Rank One Computing Corporation
July 27, 2020

Rank One Computing believes in a just, non-violent world of equality and fairness. We prize democratic values, civil liberties and open and informed debate. When used to further these values, automated face recognition can continue to make the world a safer, better place for everyone. And, in the absence of regulatory guidance, we have developed a Code of Ethics to set forth the principles that we believe should guide any development and use of facial recognition technology. This Code of Ethics establishes important limitations that we believe are appropriate in how face recognition should be utilized, particularly by law enforcement.

This Code of Ethics serves as a guideline both for how we will develop face recognition systems and how we will expect our integration partners and end-users to develop and utilize face recognition systems based on our algorithms. We require all of our partners and customers who use Rank One facial recognition algorithms to commit to abide by this Code of Ethics.

## First Principle

Facial recognition should be used to make the world safer, more secure and more convenient while minimizing harm through proper workflows that identify and mitigate sources of error.

## Commercial Use

- Facial recognition should not be used to track private details about a person without opt-in consent, except when used for security and safety purposes.

## Law Enforcement Use

- Facial recognition should not be used for real-time mass surveillance of lawful activity. Any targeted surveillance of an individual should require a court-ordered warrant.

- Facial recognition should not support probable cause for arrest, search or seizure.

- Facial recognition should utilize best practices and workflows established by the Facial Identification Scientific Working Group (FISWG) and the Organization of Scientific Area Committees for Forensic Science (OSAC) Facial Identification Subcommittee, which require a trained human facial examiner to make final determinations based on morphological matching guidelines.

- Facial recognition should be used to solve violent crimes and felonies, but not victimless misdemeanors.

- Any use of facial recognition should be discoverable in criminal proceedings.

- Facial recognition use must be in compliance with police policies and procedures, all statutes and regulations and the Constitutional limits that protect civil liberties.