



AWS Marketplace Subscription Offering Additional Terms

1. Applicable Agreement

Customer's use of the Offering(s) contracted via the AWS Marketplace ("**SAS Offering**") is governed by these AWS Marketplace Subscription Offering Additional Terms ("**Additional Terms**") and the following SAS terms ("**SAS Terms**"):

SAS Universal Terms available at <https://www.sas.com/universal-terms>; and SAS Subscription Service Addendum available at <https://www.sas.com/addendum-subscription>.

The Additional Terms, SAS Terms, and the packaged plan, pricing and associated features, as detailed on the applicable page on the AWS Marketplace ("**Marketplace Listing**"), collectively form the Agreement. References to "**Order Form**" in the SAS Terms mean the Marketplace Listing. Capitalized terms used but not otherwise defined in these Additional Terms have the meanings set forth in the SAS Terms. In the event of a conflict, the order of precedence is: (1) the Marketplace Listing, (2) the Additional Terms, (3) the SAS Subscription Addendum and (4) the SAS Universal Terms.

If you are entering into the Agreement on behalf of an entity or organization you represent (such as your employer), then (a) all references to "**Customer**" are to that entity or organization and (b) you represent and warrant you are duly authorized to legally bind that entity to the Agreement.

If you are entering into the Agreement as an individual, then (a) you are the "**Customer**" for purposes of the Agreement (b) you must be at least 18 years of age, or have otherwise reached the age of "majority" where you reside, and (c) and you must have the right, power and authority to enter into the Agreement.

The Agreement will become effective when the order for the SAS Software is submitted by Customer and confirmed or accepted through the Marketplace ("**Marketplace Order**").

These terms apply to SAS Offerings, regardless of whether the Customer placed the Marketplace Order directly with SAS or through a SAS-authorized Marketplace Reseller. Resellers, marketplaces, or other third parties are not authorized to alter this Agreement or make any representations or commitments on behalf of SAS.

2. Usage Rights; Territory

Customer will use the Offering solely for the benefit of Customer's or Customer's Related Entities' operations worldwide.

3. Environments

The Marketplace Listing details the number of environments provided. "Production Environment" means a System environment that Customer may use for production purposes. "Non-Production Environment" means a System environment that Customer may use solely for non-production purposes.

4. Non-Hosted Software

The Documentation will specify if the SAS Offering includes access to optional or required Non-Hosted Software to utilize the SAS Offering's full functionality. "**Non-Hosted Software**" means SAS software included with a SAS Cloud Offering that Customer installs in a physical, virtual, private cloud, or public cloud computing environment that Customer or its contractor controls. Customer may install any Non-Hosted Software in an Authorized Environment and access the Non-Hosted Software only in conjunction with Customer's authorized usage of the SAS Offering.

5. Third-Party Apps

Customer Materials may also include certain third-party software, including open source software such as the R project and various R packages, that SAS makes available alongside the SAS Offering for Customer's convenience (collectively, "**Third-Party Apps**"). Third-Party Apps are not provided under the SAS license and Customer, and not SAS, is the licensee of the Third-Party Apps. The third-party owner, author or provider of each Third-Party App retains all ownership and intellectual property rights in and to that content, and Customer's use of such Third-Party Apps is subject to, and governed by, the terms applicable to the Third-Party Apps as specified by such third-party owners, authors or providers. SAS has no obligation to provide any installation, support, maintenance or upgrades to the Third-Party Apps.

6. Subscription Period; Renewal

The Subscription Period begins on the date SAS makes the Offering available to Customer. Customer may choose to have the Offering automatically renew or terminate upon expiration of the Subscription Period. If automatic renewal is selected, the Offering will renew automatically for additional Subscription Periods until Customer provides notice of termination or non-renewal to

either SAS or AWS or the Agreement is otherwise terminated in accordance with its terms. If automatic renewal is not selected, the Offering will terminate at the end of the then current Subscription Period.

7. Pricing; Fees

Customer agrees to pay all Fees incurred for use of the Offering in accordance with the Agreement. The Fees for subsequent Subscription Periods are subject to change at any time upon notice.

8. Pricing Metrics

If the Marketplace Listing does not define the applicable Pricing Metric, then the following Pricing Metric definitions apply:

“**Authorized Users**” means the total number of Users, identified by unique User IDs, authorized to access and use the Offering.

9. SAS Training

If SAS provides access to any online training with an Offering, the training will be deemed SAS’ Work Product.

10. Subscription Service Access by SAS

Customer will provide SAS access to Customer’s Subscription Services instance(s), as SAS reasonably requests. Access may include administrative access privileges.

11. Use of Customer Data

SAS may process information about Customer’s configuration and use of the SAS Offering (“**Usage Data**”) and Account Data (as defined below) to: (a) manage Customer’s accounts; (b) assist SAS with troubleshooting Customer issues; (c) provide and

improve SAS offerings; and (d) provide Customer insights, service and feature announcements and other reporting. SAS may share information regarding the Marketplace Order with AWS and will process Usage Data and Account Data in connection with the calculation of Fees and associated fees due to AWS. SAS may also process aggregated and/or anonymized Usage Data (including, for clarity, Usage Data that does not allow a third party to identify Customer as the source of the information) to develop new services and features and promote SAS offerings, including, for example, through analyses of patterns and trends. SAS’ processing of Usage Data and Account Data, and any other use of information described in this Section, will at all times be subject to SAS’ obligations under the Universal Terms, including Section 13 (Confidentiality) and Section 14 (Data Protection and Personal Data). “**Account Data**” means information about Customer provided to SAS by AWS or Customer in connection with the creation or administration of SAS offerings, such as first and last name, user name and email address of a User, IP addresses or Customer’s contact information. Customer will ensure all Account Data is accurate at all times and will not include Sensitive Information in Account Data. SAS does not intend to have access to or process Personal Data of Customer; provided, however, if SAS is deemed to have access to or to process Personal Data of Customer, then the SAS Data Processing Addendum available at <https://www.sas.com/dpa> will apply to SAS’ processing of Personal Data. 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 <https://www.sas.com/baa> is incorporated into the Agreement with respect to such disclosure.