Important: Please carefully read the terms and conditions of this License Agreement before clicking on the "Accept" button. By clicking on the "Accept" button, you, on behalf of yourself and your company or institution ("Customer"), are agreeing to the terms and conditions of this License Agreement ("Agreement") and SAS Institute Inc. ("SAS") will authorize Users, as defined hereunder, to use the SAS Visual Analytics software ("Software"). You represent and warrant that you are at least eighteen (18) years of age and that you have full authority to bind Customer to these terms. If you do not wish to accept the terms of the Agreement, please click Do Not Accept and contact the company that provided your access to the Software.

1. **License Grant**.

   1.1. Effective as of the License Beginning Date, as defined below, SAS grants Customer, subject to the terms and conditions of the Agreement, a nonexclusive, nonassignable and nontransferable subscription license to use the Software, and, if applicable, related on-line documentation made available by SAS with each license of the Software ("Documentation") during the license period ("Initial License Period"). For the purposes of the Agreement, "License Beginning Date" shall be defined as the date specified as the beginning of the billing period on the initial Software license fee invoice issued under the Agreement, as applicable. The license will remain in effect during the Initial License Period subject to Customer's payment of all applicable license fees and taxes as invoiced, unless terminated pursuant to Section 12 (Termination; Expiration).

   1.2. Following the Initial License Period, the license may be renewed at the mutual agreement of the parties, such renewal to be accomplished by Customer paying the invoice. Customer's payment of each license renewal invoice shall constitute renewal of the license for the Software for the license renewal period specified on the invoice.

   1.3. Only Customer's employees and contractors who are located in the country identified in the Order Summary ("Territory") and who are performing work solely for the benefit of Customer's operations in the Territory (collectively, "Users") may access and use the Software. Software usage shall be limited to the license scope restrictions set forth in this License Agreement. Customer may use the Documentation solely in support of its authorized and licensed usage of the Software. Except to the extent allowed by law, Customer may not use the Software or Documentation or allow any other person or entity to use the Software or Documentation (a) for the purpose of bringing an intellectual property infringement claim against SAS; (b) for the purpose of creating a commercial offering or product directly or indirectly competing with an offering or product from SAS or (c) for the benefit of any person or entity where such use may result in the creation of a commercial offering or product directly or indirectly competing with an offering or product from SAS.

   1.4. Title to the Software and Documentation remains with SAS and its licensors at all times. Copyright notices and other proprietary rights notices in the Software shall not be deleted or modified. The Agreement does not transfer any ownership rights.

2. **Additional Terms and Conditions Applicable to Software Licenses**.

   2.1. **Permitted Data**. Customer may process only the following types of data through the Software: (a) Customer's data derived from Customer's operations in the Territory, excluding aggregated data from other sources, including, but not limited to, Customer's related entities; (b) data purchased, licensed or leased from a third party by Customer; and (c) publicly available data (for example, national census data) (collectively, "Permitted Data"). Customer may not process any data, including Permitted Data, through the Software in a data service provider, application service provider, solution service provider or marketing service provider arrangement, nor in any similar arrangement for which Customer provides results derived from use of the Software to third parties or Customer related entities nor may Customer use such results for the benefit of third parties or Customer related entities.

   2.2. **Source Code**. Source code from which the Software object code is derived ("Source Code") is not being provided and is a trade secret of SAS and SAS' licensors to which access is not authorized. Neither Customer nor any other User may reverse engineer, reverse assemble or decompile the Software or in any way attempt to recreate the Source Code, except and only to the extent applicable laws specifically prohibit such restriction.

2.3. **Report Access**. SAS recognizes that Customer may create reports using the Software that Customer makes available to parties other than Users who may or may not be located in the Territory ("Report Access"). Such Report Access shall not be deemed to be outside the license rights granted under the Agreement as long as: (a) the reports are static (that is, a party other than Users cannot manipulate the results or customize the reports) and (b) the reports have been created using Permitted Data.

2.4. **Virtual Applications.** SAS may deliver Software to Customer as a Virtual Application, also known as a vApp. A "Virtual Application" or "vApp" is defined as a software bundle consisting of the Software and any third party technology that may be appropriate or necessary for use with the Software, as determined by SAS. Notwithstanding anything to the contrary contained in the Agreement, such third party technology is provided for use with the Software under the terms of the applicable third party license agreement specified in the Software Documentation and not under the terms of the Agreement. Customer understands and agrees that once installed on the Authorized Hardware, the Virtual Application will enable Customer to communicate electronically with SAS to receive updates to the Software. Such electronic communication may include the transmission of certain non-individually identifiable information about Customer regarding Software usage and configuration to enable SAS to provide appropriate updates and support to Customer. Customer expressly consents to such communication.

3. **Prohibited Activities**. Customer will not, and will not permit any User to, use the Software for any illegal purpose, in violation of any applicable laws or regulations, or in violation of the rules of any other service provider engaged by or for the benefit of Customer or to assist or permit any person to engage in any of these activities. If Customer becomes aware of any prohibited activities, Customer will use best efforts to remedy such activities promptly, including without limitation, limiting or terminating a User's access to the Software.

4. **Software Updates** From time to time, SAS may make available new releases, updates and corrective code with respect to the Software. During ongoing development, SAS may add, change or delete individual components or functionality in new releases of the Software. Such modifications shall be subject to the terms of the Agreement.

5. **Customer Obligations**. Customer shall: (a) be responsible for the integrity, protection and security of its data, (b) inform all parties authorized to use the Software of the relevant terms of the Agreement and be responsible for their adherence to such terms and (c) keep records of Users and the extent of usage of the Software consistent with the Agreement and shall provide a copy of such records to SAS upon request.

6. **Warranties by SAS; Warranty Disclaimers by SAS.**

   6.1. **Warranties by SAS; Remedies**.

      6.1.1. SAS warrants that each commercially available release of the Software shall substantially conform to its Documentation including any updates thereto. As Customer's exclusive remedy for breach of this warranty, SAS, at its option, shall: (a) repair the Software; (b) replace the Software; or (c) terminate the Software license and refund the fees paid for the Software at issue during the then-current annual license period.

   6.2. **Warranty Disclaimers by SAS. SAS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAS DOES NOT WARRANT OR REPRESENT THAT CUSTOMER'S USE OF THE PRODUCT, SYSTEM OR WORK PRODUCT, AS APPLICABLE, WILL RESULT IN CUSTOMER'S COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY.**

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

   7.1. **Exclusion of Damages. NEITHER CUSTOMER NOR SAS IS LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS IS NOT LIABLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY RELATING TO USE OF THE SOFTWARE, SYSTEM OR WORK PRODUCT EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 11.1 (INDEMNIFICATION BY SAS). CUSTOMER, AND NOT SAS, IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL CUSTOMER MATERIALS. SAS DISCLAIMS ALL LIABILITY OF ANY KIND FOR CUSTOMER MATERIALS. THE PARTIES MAKE THESE EXCLUSIONS**

IN CONSIDERATION OF THE FEES PAID AND LICENSES GRANTED UNDER THE AGREEMENT.

7.2. **Limitation of Liability. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FOR ALL CLAIMS RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES PAID FOR THE LICENSE AT ISSUE DURING THE RELEVANT ANNUAL LICENSE PERIOD AND FOR THE SERVICES AT ISSUE.**

7.3. **Applicability**. This Section does not apply to the indemnification obligations in Section 11 (Indemnification) or to either party's violation of the other's intellectual property rights. The limitations in this Section 9 shall apply even if any of the remedies provided in Section 8 (Warranties by SAS; Warranty Disclaimers by SAS) fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages so certain provisions of this Section 9 may not apply to Customer; however, they apply to the greatest extent permitted by applicable law.

8. **SAS' Licensors' Disclaimers and Limitations of Liability**. Certain third party vendors (collectively, "SAS' Licensors") license components to SAS which are contained in certain Products. SAS' Licensors require the following additional terms be included herein:

8.1. **SAS' LICENSORS DISCLAIM ALL 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' LICENSORS PROVIDE THEIR SOFTWARE "AS IS."**

8.2. **SAS' LICENSORS ARE NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), OR ANY CLAIM MADE AGAINST CUSTOMER BY A THIRD PARTY EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

8.3. **NOTHING IN THIS SECTION NULLIFIES SAS' EXPRESS WARRANTIES OR LIABILITIES RELATING TO THE SOFTWARE, INCLUDING COMPONENTS LICENSED BY SAS' LICENSORS, UNDER THE AGREEMENT.**

9. **Termination; Expiration**. SAS or Customer may terminate the Agreement for a breach of the Agreement if not cured within thirty (30) days of the breaching party's receipt of the non-breaching party's written notice. SAS may terminate the Agreement immediately for any violation by Customer of SAS' intellectual property rights. Obligations in the Agreement that by their nature are continuing will survive termination or expiration. Upon termination or non-renewal of the license hereunder for any reason, or when a User is no longer authorized to access the Software, Customer agrees to cease accessing the Software and ensure that each User ceases accessing the Software.

10. **Governing Law; Export and Import Restrictions; Jurisdiction**.

10.1. **Governing Law**. This Agreement is govened by the laws of North Carolina United States of America. The parties expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods.

10.2. **Export and Import Restrictions**. SAS hereby notifies Customer that the Software is of United States of America ("United States") origin and United States export laws and regulations apply to the Software. Both parties agree to comply with these and other applicable export and import laws and regulations. SAS will be solely responsible for compliance by SAS and its agents and representatives who access the Software. Customer will be solely responsible for compliance by all other parties who access the Software, including Users and customer service providers. Customer's compliance obligations include ensuring (a) that no International Traffic in Arms Regulations ("ITAR") data or other data controlled for export by agencies, other than the Bureau of Industry and Security or the Office of Foreign Assets Control, is imported into or used within the Software; (b) that there is no access, download, export, re-export, import, or distribution to or of the Software, or any underlying information, technology or data except in full compliance with all laws and regulations of the United States and in full compliance with any other applicable laws and regulations; and (c) compliance with restrictions of countries other than the United States related to exports and imports. United States export classification information for Software can be found at SAS' Export Compliance website located at http://support.sas.com/adminservices/export.html. By accepting the Agreement and using and/or, if authorized, downloading the Software, Customer agrees to the foregoing and represents and warrants that (i) neither Customer nor any User is a party to whom the United States prohibits access

to the Software; (ii) neither Customer nor any User is located in, under control of, or a national or resident of any country to which export of the Software is restricted by laws of the United States or other applicable laws and regulations, including E:1 countries (currently Cuba, Iran, North Korea, Syria, and Sudan); (iii) neither Customer nor any User will use the Software in activities directly or indirectly related to the proliferation of weapons of mass destruction; (iv) neither Customer nor any User will share access to the Software with a party identified in this paragraph; and (v) neither Customer nor any User shall further export the Software without a license or other authorization from the United States.

10.3. **Jurisdiction.** All rights, duties, and obligations are subject to the applicable courts of North Carolina.

11. **General.**

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

11.2. **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.

11.3. **Non-assignment**. Customer may not assign the Agreement or any of its rights or obligations hereunder whether voluntarily or involuntarily, and whether by means of merger, consolidation, sale of assets, dissolution, operation of law, or by any other manner, without SAS' written permission, which permission will not be unreasonably withheld. Any purported assignment in violation of this subsection 14.3 is void and constitutes a material breach of the Agreement.

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

12. **Complete Agreement; Modifications**. The Agreement and invoices arising under it are the parties' complete and exclusive statement relating to their subject matter. The individual accepting the Agreement by clicking "ACCEPT" represents that he or she has authority to bind Customer to the Agreement.