

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.54
(ID # 26515)

MEETING DATE:

Tuesday, December 03, 2024

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Agreement DPSS-0005271 with SAS Institute Inc., for SAS Data Reporting Software for the amount of \$116,838 effective December 30, 2024 through December 29, 2025, with three (3) one-year renewal options; All Districts. [Total Cost \$497,526 and up to \$74,630 in Additional Compensation – 53% Federal, 22% Realignment, 20% State, 5% County (Dept. Budget)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement DPSS-0005271 with SAS Institute Inc. for Data Reporting Software for the amount of \$116,838 effective December 30, 2024 through December 29, 2025, with three (3) one-year renewal options; and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, or designee, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) issue a Purchase order for any goods and/or services rendered; (b) sign amendments and order forms that make modifications to the scope of services that stay within the intent of the Agreement; and (c) sign amendments and order forms to the compensation provisions that do not exceed the sum total of fifteen percent (15%) of the total cost of the agreement.

ACTION:Policy


Charity Douglas, DPSS Director

11/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$116,838	\$121,725	\$497,526	\$0
NET COUNTY COST	\$5,842	\$6,087	\$24,876	\$0
SOURCE OF FUNDS: 53% Federal, 22% Realignment, 20% State, 5% County General Fund (Dept. Budget)			Budget Adjustment:	No
			For Fiscal Year: 24/25 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Welfare and Institutions Code sections 10850, 14100.2 14005.35, 14005.36, and 14005.37 allows Riverside County Department of Public Social Services (DPSS) Self Sufficiency and Administrative Services Divisions to share client data with other agencies for the purpose of program administration. SAS Institute Inc. reporting software allows for state data extraction, data processing, data matching, data validation, data reporting and data sharing.

This board action requests approval of Agreement DPSS-0005271 with SAS Institute Inc. for Data Reporting Software for \$116,838 effective December 30, 2024, through December 29, 2025, with the option to renew for three (3) one-year periods.

Impact on Residents and Businesses

SAS Analytics allows DPSS to generate business intelligence reports and share data with partner agencies for multiple efforts, including, Medi-Cal Managed Care Providers Data Sharing, School Lunch Program Direct Certification Data Sharing, Child Welfare program outcomes measurement, Welfare-to-Work Data Sharing with community colleges, among other efforts. These reporting tools support multiple programs and projects that help DPSS service over one million Riverside County residents annually.

Additional Fiscal Information

The SAS agreement includes training, consulting fees (technical assistance) and an annual subscription for unlimited licenses. The fees for goods/services reflect year over year annual increases. The budget breakdown is as follows:

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PERIOD OF PERFORMANCE	CONSULTING FEE	TRAINING	ANNUAL SUBSCRIPTION	ANNUAL PAYMENT
December 30, 2024 through December 29, 2025	\$53,152	\$8,532	\$55,154	\$116,838
Option Year 2: December 30, 2025 through December 29, 2026	\$55,809	\$8,831	\$57,085	\$121,725
Option Year 3: December 30, 2026 through December 29, 2027	\$58,600	\$9,140	\$59,083	\$126,823
Option Year 4: December 30, 2027 through December 29, 2028	\$61,530	\$9,460	\$61,150	\$132,140
Total	\$229,091	\$35,963	\$232,472	\$497,526

Contract History and Price Reasonableness

Riverside County Purchasing Department, on behalf of DPSS, issued Request for Quote (RFQ) DPARC-0648 on September 11, 2024, for the procurement of Statistical Analysis System (SAS) 9.4 Software Licenses, Technical Support and Training Services. A single bid response was received by the published bid deadline and reviewed. As a result, the bid was awarded to SAS Institute Inc., as the most responsive and responsible bidder.

ATTACHMENT:

Attachment A: DPSS-0005271 SAS Universal Terms, Addendums and Order Form

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 11/18/2024

Brianne Lontajo
Brianne Lontajo, Principal Management Analyst 11/20/2024

Katherine Wilkins
Katherine Wilkins, Deputy County Counsel 11/19/2024

Gregg Gu
Gregg Gu, Chief of Deputy County Counsel 11/19/2024



SAS Universal Terms

[中文](#) [Français](#) [Deutsch](#) [Italiano](#) [日本語](#) [한국어](#) [Español](#) [Polski](#) [Türkçe](#) [Português](#)

These Universal Terms apply to all Offerings. To order an Offering, Customer will enter into an Order Form with SAS that incorporates these Universal Terms and other Offering-specific addenda. [Definitions](#)

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.

Agreement Term

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

2.2 Termination. If a party breaches the Agreement, the other party may terminate the Agreement if the breach has not been cured after thirty (30) days' written notice. SAS may terminate

the Agreement immediately if Customer violates SAS' intellectual property rights. Customer may terminate the Agreement as set forth in www.sas.com/termination. 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.

Fees

3.1 Fees. Fees are listed in the Order Form.

3.2 Payment. Payments are due net thirty (30) days. Refunds are not available unless specifically stated in the Agreement. SAS may designate an affiliate or a third party to invoice and/or collect payment on its behalf.

3.3 Upgrades. Customer must contact SAS 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 responsible for any applicable taxes, except for taxes based on SAS' income. Unless otherwise stated in the Order Form, Fees do not include taxes. Customer may provide a tax exemption certificate to SAS. SAS will use reasonable efforts to include applicable taxes on SAS' invoice. Customer will self-assess and pay any VAT, GST or sales tax applicable to Customer's use of the Offering outside of the US and not included on SAS' invoice.

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.

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 SAS by executing an Order Form and paying additional Fees to SAS.

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.

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.

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.

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.

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. SAS warrants that the Consulting Services will be performed by skilled personnel. As Customer's exclusive remedy for breach of this warranty, SAS 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.

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. The exclusive remedy for breach of these warranties is set forth in the *Indemnification by Customer* section.

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.

10.2 Limitation of Liability. THE TOTAL AMOUNT CUSTOMER MAY RECOVER FROM

SAS 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 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.

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. Indemnification by Customer

Customer will indemnify SAS for any claim made against SAS arising from or relating to: (a) the Customer Materials; (b) Customer's violation of its obligations in the *Customer Warranties* and *Customer Responsibilities* sections of these Universal Terms; or (c) violations of the *Prohibited Activities* section included in an Addendum for any System. SAS will promptly notify Customer in writing of any such claim. SAS will allow Customer to control the litigation or settlement of any such claim and will cooperate with Customer in the investigation, defense and settlement. Customer will indemnify SAS by paying for the costs and attorneys' fees SAS incurs at Customer's direction and any judgment finally awarded against SAS or settlement approved by Customer. SAS may participate at SAS' own expense.

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.

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. 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](https://www.sas.com/baa) is incorporated into the Agreement with respect to such disclosure.

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. 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 Governing Law. The laws of New York, excluding choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods, govern the Agreement.

16.2 Arbitration. All disputes arising out of or in connection with the Agreement, including any dispute as to the validity and enforceability of this arbitration clause, will be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**Rules**") by three (3) arbitrators. Each party will appoint one (1) arbitrator and the third

arbitrator will be appointed by the first two (2) arbitrators. The tribunal will not award any punitive or exemplary damages or any remedies greater than those allowed by the Agreement. Notwithstanding Article 38 of the Rules, each party will bear its own costs. The parties will share equally in the compensation and expenses of the arbitrators and the ICC administrative fees. The seat of the arbitration will be New York, New York, and the arbitration will be conducted in English. For clarification, the Governing Law section of this Agreement establishes the substantive law applicable to the Agreement. The terms in this Arbitration section will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act as long as New York law or other U.S. state law governs the Agreement. This section does not prevent the parties from applying to a court of competent jurisdiction for temporary or preliminary injunctive relief, without breach or waiver of this section and without abridging the powers of the tribunal.

16.3 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 <https://support.sas.com/adminservices/export.html>.

16.4 Additional Terms. If the Order Form is entered between Customer and a SAS affiliate located outside of the US, any applicable provisions of the Country-Specific Terms available at <https://www.sas.com/country-specific-terms> will apply. In the event of a conflict between the Country-Specific

Terms and these Universal Terms, the Country-Specific Terms apply.

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. Customer will not assign the Agreement or any of its rights or obligations without SAS' written permission, which will not be unreasonably withheld. If Customer attempts to assign the Agreement in violation of this subsection, that assignment is void and is a material breach of the Agreement. However, SAS may assign the Agreement to any affiliate or in connection with a merger, acquisition or asset sale by notice to Customer.

17.7 Audit. Upon thirty (30) business days' notice to Customer, 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.

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

17.9 Force Majeure. Except for Customer's obligations to pay the Fee, neither party will be liable to the other party for any failure or delay in performance caused by factors beyond its reasonable control including, but not limited to, restrictions of applicable law, epidemics or pandemics, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, cyber-attacks, storms or any other event that prevents performance.

17.10 Independent Contractors. SAS, its 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 Non-Solicitation. For twelve (12) months after the completion of the applicable Order Form, Customer will not solicit for hire any individual who provides Consulting Services. This section does not prevent Customer from hiring any individual who applies through a public job posting.

17.13 Updates to Terms. SAS may change 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.** If SAS provides an Order Form as a click agreement, the Agreement will be binding upon both parties upon Customer's acceptance. The Agreement is the parties' complete statement relating to its subject matter. 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 SAS 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 SAS 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.



Consulting Services Addendum

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This Addendum applies only to Consulting Services. To purchase Consulting Services, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

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. Unless Customer elects to pre-pay Fees as set forth in an Order Form, SAS will invoice Customer monthly 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. SAS 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 applicable taxes or travel and living expenses. SAS will invoice Customer monthly for actual travel and living expenses SAS incurs while performing Consulting Services. Unless specifically stated in the Order Form or Agreement, any pre-paid Fees are non-refundable and cannot be applied to taxes or travel and living expenses.

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.

LGL5623 v3
Last Revised: 21Apr2023

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.



SAS Software License Addendum

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This Addendum applies only to Software licenses. To license Software, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

1. Annual Licenses

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

2. License Renewal

In order to provide Customer with uninterrupted access to the Software, at the end of each License Period, the Software license will renew automatically for one (1) additional annual License Period unless: (a) an authorized representative of Customer notifies SAS via email at licensing@sas.com at least sixty (60) days prior to the end of the then-current License Period that it intends not to renew; (b) the Software is no longer generally available; or (c) the Agreement has been terminated according to the *Termination* section of the Universal Terms.

3. Renewal Fees

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

4. Invoicing

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

5. Multi-Year Committed Period

The Order Form may specify a multi-year Committed Period 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. 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 according to the *Termination* section of the Universal Terms.

6. Product Authorization Code

SAS will provide the Product Authorization Code for the initial License Period when invoicing Customer. SAS will provide the Product Authorization Code valid for each applicable renewal License Period in advance of each renewal 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.

7. 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.

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. 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.

9. 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.

LGL5625 v5

Last Revised: 01Apr2024



Training Points Guidelines

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

These Guidelines apply to SAS Training Points and/or JMP Training Points (“Training Points”).

Redeeming Training Points

1.1 **Eligible Uses.** Customer may redeem Training Points to (a) register employees for public, live web or on-site courses; (b) pay SAS e-Learning or SAS Learning Subscription fees; (c) purchase virtual lab time or certification exam vouchers; (d) pay SAS training center rental fees; (e) register for selected conferences; or (f) pay for other eligible training Offerings approved by SAS (collectively “Eligible Training”). Class and conference sizes are limited, and space is not guaranteed. Unless approved by SAS, Customer may use: (a) SAS Training Points only for Eligible Trainings related to SAS software; and (b) JMP Training Points only for Eligible Trainings related to JMP software.

1.2 **Quantity.** The number of Training Points required for each Eligible Training varies by country.

1.3 **Customer Representative.** Customer will designate a representative to manage its Training Points account, authorize employee registrations, and coordinate the purchase of any products or services using Training Points.

1.4 **Training Points Account.** SAS will issue an account number to Customer’s representative upon receipt of the Order Form for the purchase of Training Points. Customer may begin using Training Points when it receives an account number.

1.5 **Expiration.** Training Points expire twelve (12) months following purchase.

Taxes; Discounts; Expenses

2.1 **Taxes.** Customer is responsible for any applicable taxes, except for taxes based on SAS’ income. Fees do not include taxes. SAS will use reasonable efforts to include applicable taxes on SAS’ invoice. Customer will self-assess and pay any VAT, GST or sales tax applicable to Customer’s use of the Training Points outside of the US and not included on SAS’ invoice. Additional taxes may apply for Training Points redeemed outside of the country where they are purchased.

2.2 **Discounts.** Any discount applicable to Training Points purchased from one SAS entity but redeemed with another SAS entity is capped at ten percent (10%). No other discounts apply.

2.3 **Expenses.** For on-site courses, SAS’ travel expenses are additional. Expenses include round-trip coach airfare; rental car (including gas) or local transportation, hotel, and per diem meals.

Cancellation Policy

3.1 **Cancellation by SAS.** SAS may cancel or

reschedule Eligible Trainings at its discretion. In such event, SAS will reinstate the applicable Training Points to Customer’s account. SAS is not responsible for any resulting airline or hotel penalties incurred by Customer. SAS reserves the right to deny training to any party prohibited by United States export laws or other applicable law.

3.2 **Customer Cancellation of Public Courses.** Customer must contact SAS in writing to cancel participation in a public course. SAS will reinstate 100% of the applicable Training Points to Customer’s account if SAS receives such written cancellation at least ten (10) days prior to the scheduled start of a public course. SAS will not reinstate Training Points for cancellations received less than ten (10) days prior to the scheduled start of a public course.

Customer may substitute its attendees at any time prior to the start of a public course.

SAS allows course transfers up to twenty-four (24) hours before a public course start date and students are allowed one transfer per registration.

3.3 **Customer Cancellation of Onsite and Private Live Web Courses.** Customer may cancel or reschedule an on-site course by notifying SAS in writing. SAS will draw down a change fee from Customer’s Training Points account as follows:

Notice Received By SAS	Change Fee (percentage of course fee)
At least 21 days prior to course start date	None
Less than 21 days prior to course start date	50%
Less than 10 days prior to course start day	100%

Customer is also responsible for any non-refundable travel expenses incurred by SAS.



Training Points Guidelines

中文 Français Deutsch Italiano 日本語 한국어 Español Polski Türkçe Português

These Guidelines apply to SAS Training Points and/or JMP Training Points (“Training Points”).

Redeeming Training Points

1.1 **Eligible Uses.** Customer may redeem Training Points to (a) register employees for public, live web or on-site courses; (b) pay SAS e-Learning or SAS Learning Subscription fees; (c) purchase virtual lab time or certification exam vouchers; (d) pay SAS training center rental fees; (e) register for selected conferences; or (f) pay for other eligible training Offerings approved by SAS (collectively “Eligible Training”). Class and conference sizes are limited, and space is not guaranteed. Unless approved by SAS, Customer may use: (a) SAS Training Points only for Eligible Trainings related to SAS software; and (b) JMP Training Points only for Eligible Trainings related to JMP software.

1.2 **Quantity.** The number of Training Points required for each Eligible Training varies by country.

1.3 **Customer Representative.** Customer will designate a representative to manage its Training Points account, authorize employee registrations, and coordinate the purchase of any products or services using Training Points.

1.4 **Training Points Account.** SAS will issue an account number to Customer’s representative upon receipt of the Order Form for the purchase of Training Points. Customer may begin using Training Points when it receives an account number.

1.5 **Expiration.** Training Points expire twelve (12) months following purchase.

Taxes; Discounts; Expenses

2.1 **Taxes.** Customer is responsible for any applicable taxes, except for taxes based on SAS’ income. Fees do not include taxes. SAS will use reasonable efforts to include applicable taxes on SAS’ invoice. Customer will self-assess and pay any VAT, GST or sales tax applicable to Customer’s use of the Training Points outside of the US and not included on SAS’ invoice. Additional taxes may apply for Training Points redeemed outside of the country where they are purchased.

2.2 **Discounts.** Any discount applicable to Training Points purchased from one SAS entity but redeemed with another SAS entity is capped at ten percent (10%). No other discounts apply.

2.3 **Expenses.** For on-site courses, SAS’ travel expenses are additional. Expenses include round-trip coach airfare; rental car (including gas) or local transportation, hotel, and per diem meals.

Cancellation Policy

3.1 **Cancellation by SAS.** SAS may cancel or

reschedule Eligible Trainings at its discretion. In such event, SAS will reinstate the applicable Training Points to Customer’s account. SAS is not responsible for any resulting airline or hotel penalties incurred by Customer. SAS reserves the right to deny training to any party prohibited by United States export laws or other applicable law.

3.2 **Customer Cancellation of Public Courses.** Customer must contact SAS in writing to cancel participation in a public course. SAS will reinstate 100% of the applicable Training Points to Customer’s account if SAS receives such written cancellation at least ten (10) days prior to the scheduled start of a public course. SAS will not reinstate Training Points for cancellations received less than ten (10) days prior to the scheduled start of a public course.

Customer may substitute its attendees at any time prior to the start of a public course.

SAS allows course transfers up to twenty-four (24) hours before a public course start date start and students are allowed one transfer per registration.

3.3 **Customer Cancellation of Onsite and Private Live Web Courses.** Customer may cancel or reschedule an on-site course by notifying SAS in writing. SAS will draw down a change fee from Customer’s Training Points account as follows:

Notice Received By SAS	Change Fee (percentage of course fee)
At least 21 days prior to course start date	None
Less than 21 days prior to course start date	50%
Less than 10 days prior to course start day	100%

Customer is also responsible for any non-refundable travel expenses incurred by SAS.

LGL5748 v3
Last Revised: 03May2023



Order Form*

SAS Institute Inc. ("SAS")
 SAS Campus Drive
 Cary, NC 27513 USA
 Tel: (919) 677-8000
 www.sas.com

Customer: County of Riverside, a political subdivision of the state of California ("Customer")	
Address: FI 11 4080 Lemon St Riverside, CA 92501-3609	
Taxpayer ID/VAT/GST Number:	Currency: USD

Software

The effective date will be December 30, 2024.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System
SAS Office Analytics	Virtual Machine (8 virtual processor cores)	WX6S
SAS Visual Analytics (on SAS 9.x)	Processor Core Based (8)	WX6S
Platform Suite for SAS	Virtual Machine (8 virtual processor cores)	WX6S
SAS/ETS	Virtual Machine (8 virtual processor cores)	WX6S
SAS/ACCESS Interface to OLE DB	Virtual Machine (8 virtual processor cores)	WX6S

* This Order Form supersedes and replaces Order Form Number 2023-013997 / DPSS-0005039 and effects the transfer of the license of the Software listed below to this Order Form.

Term and Fees

Term	Fee	Committed Period	Option Period
License Period 1 30DEC2024-29DEC2025	\$55,154	✓	

Term	Fee	Committed Period	Option Period
License Period 2 30DEC2025-29DEC2026	\$57,085		✓
License Period 3 30DEC2026-29DEC2027	\$59,083		✓
License Period 4 30DEC2027-29DEC2028	\$61,150		✓

Invoicing

Fees will be invoiced in advance of each License Period.

Pricing Metrics and Additional Usage Parameters

- **Enterprise Use** - For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. 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.
- **Platform Suite for SAS - Permitted Scope** - Users may use the Software solely for job scheduling purposes in conjunction with SAS software applications residing in the Authorized Environment.
- **Processor Core Based** - The Fee is based on the total number of processor cores contained within a single item of Authorized Environment.
- **Virtual Machine** – “**Virtual Machine**” means a single virtual environment created using commercially available virtualization software, in which use of the Software is isolated, at all times, to a specified maximum number of virtual processor cores. The Fee is based on the maximum number of virtual processor cores allocated to the Virtual Machine in which the Software is running. A separate Software license is required for each Virtual Machine.

Consulting Services – Time & Materials

Description of Consulting Services: SAS will provide Consulting Services directed towards:

Provision of the SAS Expert Consulting Services Program to Customer. SAS' resource(s) (“**Consultant**”) will work at the direction of the Customer solely to provide [part-time SAS 9.4 Platform Administration; and SAS Data Management & Data Integration support. See Exhibit A for full list of possible SAS 9.4 Platform Administration activities:

Assumptions:

- Consulting Services may be performed remotely or at Customer's designated location.
- Consulting Services will be performed within normal business hours of Monday – Friday, 8:00 a.m. – 5:00 p.m., Customer's local time. SAS corporate holidays will not be considered normal working days.
- Consultant may be reassigned as needed to align skills to Customer's needs.

- Customer will provide all hardware needed for the performance of the Consulting Services.
- Consulting Services do not include: operating system support, hardware support; database support; backup and recovery services; network support; network security services; or data and user security services.

Annual Project Administration Fee: \$2,112 to be invoiced upon acceptance of this Order Form. Project administration services include services related to project onboarding, invoice and contract management and technical coordination.

Monthly Fee: \$3,520. For up to 16 hours of Consulting Services per month ("**Monthly Hours**") for a total of 12 calendar months ("**Term**"). The Monthly Fee is based on a calendar month and will not be prorated. The initial calendar month of the Term will be the earlier of: (1) the calendar month resources begin providing Consulting Services following acceptance of this Order Form; or (2) the calendar month occurring 60 days from the date of acceptance of this Order Form. No Consulting Services will be performed by SAS following the last day of the calendar month of the Term unless this Order Form is amended. No refunds are available for unused Term Hours, and Customer cannot roll over unused hours into subsequent months. The Monthly Fee may only be used toward labor for Consulting Services under this Order Form. Except as otherwise set forth in the Agreement, Monthly Fees are nonrefundable.

- **Monthly Hours Customer Annual Budget: \$42,240 (for 12 months)**

Additional Overage Consulting Services: SAS may perform Consulting Services in excess of the **Term Hours** at the Hourly Rate of \$220 ("**Overage Hours**"). SAS may perform up to 40 Overage Hours under this Order Form. SAS will send monthly statements to document the Overage Hours performed, if any.

- **Overage Hours Customer Annual Budget: \$8,800**

Total Customer Budget for Consulting Services (Project Administration Fee, Monthly Hours Customer Budget and Overage Hours Customer Budget): **\$53,152***

*If Customer procures services in Years, 2, 3, 4, and 5, the fees for the Consulting Services will increase by 5% year-over-year.

Training

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Fee
SAS Training Points Year 1	9,000	\$8,532
SAS Training Points Year 2 (Option)	9,000	\$8,831
SAS Training Points Year 3 (Option)	9,000	\$9,140
SAS Training Points Year 4 (Option)	9,000	\$9,460

SAS Training Points - The Fee is based on the number of Training Points listed. Customer accepts the SAS Training Points Guidelines at <https://www.sas.com/trainingpoints-addendum>.

How this Order Form Works

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the "**Agreement**":

Document	Location*
This Order Form	Not Applicable
Consulting Services Addendum	https://www.sas.com/addendum-consulting
Software Addendum	https://www.sas.com/addendum-software
Training Points Guidelines	https://www.sas.com/trainingpoints-addendum
SAS Universal Terms	https://www.sas.com/universal-terms

SAS Universal Terms

The Parties make the following changes to the SAS Universal Terms Document:

- **Section 12 – Indemnification by Customer** – This Section shall only apply to the extent permitted by applicable law.
- **Section 15 – Insurance** – This Section is amended as follows:
 - (e) Cyber Liability – USD \$2,000,000 per occurrence and aggregate, covering network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, notification costs, and regulatory defense) in the performance of Services for SAS or on behalf of SAS, if specified in the applicable Work Authorization.
- **Section 16.1 – Governing Law** – This Section is replaced in its entirety with the following:

The laws of the State of California, excluding choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods, govern the Agreement. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California. Except for claim of intellectual property infringement, prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside, California before a neutral third-party mediator. The parties shall share the cost of the mediation.
- **Section 16.2 – Arbitration** – This Section shall not apply to this Order Form or Agreement.
- **Section 17.5 – No Waiver** – This Section is replaced in its entirety with the following:

Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy any party may have under the Agreement at law, in equity, or otherwise.

The parties make the following changes to the Software Addendum:

- Section 2 – Delete and replace with the following language: Renewal – Notwithstanding anything contained in the Agreement, the License, Consulting Services and Training will not automatically renew. Instead, the Parties may agree to exercise the option to renew the applicable License, Consulting Services and/or Trainings by way of written Amendment.

Additional Terms

The Parties incorporate the following additional terms to this Order Form:

- **Availability of Funding** – The obligation of Customer for payment under this Order Form beyond the current County fiscal year is contingent upon and limited by the availability of County funding from which payment can be made. There shall be no legal liability for payment on the part of Customer beyond June 30 of each year unless funds are made available for such payment by the Board of Supervisors. In the event such funds are not forthcoming for any reason, Customer shall immediately notify SAS in writing and this Order Form shall be deemed terminated and be of no further force or effect. Customer shall make all payments to SAS that were properly earned prior to the unavailability of funding.
- **Counterparts** – This Order Form may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- **CUETA Compliance** – Each party of this Order Form agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Order Form. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Accepted By:

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

Authorized Signature for SAS

Victoria Clayton

Printed Name of Person Signing: Victoria Clayton

Title: Director, Licensing
Operations

Date Signed: November 7, 2024



Authorized Signature for COUNTY

Chuck Washington

Printed Name of Person Signing:
Chuck Washington

Title:
Chair, Board of Supervisors

Date Signed:

Dec 5, 2024

Approval as to form
Minh C. Tran
County Counsel

Katherine Wilkins

By: Katherine Wilkins
Deputy County Counsel IV

Date: Nov 8, 2024

ATTEST:
KIMBERLY A. RECTOR, Clerk of the Board

By: *Naomy Sicra*

DEPUTY



SAS INTERNAL USE:

6219840 COMMIT

18798080 OPPORTUNITY

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