



SAS Customer Intelligence 360 Addendum

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This Offering-specific Addendum applies in addition to the Order Form, the Universal Terms and the Subscription Service Addendum. [Definitions](#)

1. Offering

SAS Customer Intelligence 360 (also referred to in this Addendum as “**CI360**” or “**SAS 360**”) is a suite of Subscription Service Offerings in the SAS Cloud. The Order Form will identify the particular CI360 Offering(s) to which Customer has subscribed.

2. Initial Usage Tracking Period

The initial Usage Tracking Period begins on the earlier of the date of Customer’s first access to the Subscription Service or the Subscription Beginning Date listed on the Order Form.

3. Overages and Upgrades

SAS will monitor Customer’s usage of the Subscription Service based on the applicable Pricing Metrics. If Customer exceeds the subscribed quantity of any Pricing Metric, SAS will invoice Customer monthly in arrears for Overage Fees unless Customer requests an upgrade as specified in the Agreement. Customer may increase CI360 Cloud Data Storage only as an upgrade.

4. Subscription Service Instances

Customer’s subscription includes: (a) a single production instance, (b) if applicable, up to one (1) Non-Production Instance; and (c) the quantity of SAS 360 Additional Tenants, if any, set forth in the Order Form. If Customer’s subscription includes a Non-Production Instance and/or one or more SAS 360 Additional Tenants, the subscribed quantity for each applicable Pricing Metric is an aggregate of the Pricing Metric quantity associated with Customer’s production instance, Customer’s Non-Production Instance, and any SAS 360 Additional Tenants. However, if the Pricing Metric is Authorized Users, each Authorized User may access the production instance, the Non-Production Instance, and any SAS 360 Additional Tenants.

5. Pricing Metric Definitions

5.1. “**Authorized Users**” means the total number of Users, identified by unique User IDs, authorized to access and use the System. For clarification purpose, a single User will only be counted once even if that User accesses both the production

instance, any Non-Production Instance, and any SAS 360 Additional Tenants.

5.2. “**Data Subject**” means a unique anonymized identifier stored in the System that maps to a unique individual or organization within Customer’s marketing data mart(s). If a Data Subject appears in multiple data marts, it will be counted only once. For clarification purposes, if Customer subscribes to a production, a Non-Production Instance, and/or SAS 360 Additional Tenants of the CI360 Offering, an individual Data Subject included in the production instance, the Non-Production Instance and any SAS 360 Additional Tenants counts as a single Data Subject.

5.3. “**Email Preview**” means each request to the System to either: (a) generate email previews of a single email template on different types of devices; or (b) test the likelihood that such email template will be classified as spam by different spam filters.

5.4. “**Event API Call**” means a single transaction that a User or Customer’s computing infrastructure initiates to make a request to a SAS application programming interface (“**API**”) in the System.

5.5. “**Message**” means a single transaction through the System constituting a single email message sent to a single recipient email address.

5.6. “**User Session**” means (a) a single visit from any web enabled device to a parent domain for which Customer uses the applicable CI360 Offering; or (b) a single use of a mobile application for which Customer uses the applicable CI360 Offering. A User Session is measured by the duration of (i) a session cookie which is set in the web browser when the first page is loaded from the website; or (ii) a mobile session cookie which is set when a mobile application sends an event (for example, open, focus, entering geo fence, etc.). A User Session ends at the earlier of when: (1) the web browser or mobile application is closed; or (2) the User Session times out due to inactivity based on parameters established by Customer.

6. Non-Hosted Software

The Documentation will specify if the CI360 Offering includes access to optional or required Non-Hosted Software to utilize the CI360 Offering’s full functionality. 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 Subscription Service. The Service Level Warranty does not apply to the Non-Hosted Software. When SAS receives the Fees, SAS will provide Customer a Product Authorization Code valid for the then-current period. Customer may also need to apply a new Product Authorization Code for changes to the Authorized Environment, operating system or Software versions. 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.

7. 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.

8. Anonymized Data

SAS may derive and compile Anonymized Data during the performance of the Subscription Service. SAS may use Anonymized Data in conjunction with data from other sources solely to improve the efficacy of the Subscription Service by, for example, improving analytics and user experience, and will not use it in any other offerings or share it with any third parties.

9. Service Level Warranties

SAS warrants that the System will experience no more than the Maximum Monthly Downtime with respect to each applicable Downtime Category during each calendar month of the Term, as set forth in the CI360 Service Level Warranty Addendum.

10. Additional Terms

The terms in this section apply only if Customer has executed an Order Form for the specific CI360 Offering described in each subsection.

10.1 SAS 360 Discover; SAS 360 Engage: Digital. These CI360 Offerings enable Customer to use Tracking Technologies on Customer's websites and mobile applications.

Customer is solely responsible for: (a) configuring the Tracking Technologies, (b) reviewing data collected by the Tracking Technologies, (c) determining whether Tracking Technologies can be used in compliance with applicable legal requirements; and (d) providing notice and/or obtaining any legally required consent for use of Tracking Technologies on its websites and mobile applications. SAS is not responsible for any Tracking Technologies performance issues if

visitors to Customer's websites use third-party software or blocking technologies.

10.2 SAS 360 Engage: Digital. Customer may use SAS 360 Engage: Digital to deliver content to web pages, mobile web pages, mobile applications and other media. The amount of data that Customer downloads per unit of displayed content will not exceed, on average, two hundred (200) kilobytes measured in a calendar month. If the amount of data downloaded per unit of displayed content exceeds this average data limit, the parties will negotiate in good faith changes to the SAS 360 Engage: Digital Subscription Fees.

10.3 SAS 360 Engage: Email.

10.3.1 SAS does not support the use of SAS 360 Engage: Email for the management and transmission of transactional emails. Customer may use SAS 360 Engage: Email only in support of the management and transmission of marketing-related emails.

10.3.2 SAS 360 Engage: Email includes the SparkPost Service, which is subject to these flow-down terms.

"SparkPost" means Message Systems, Inc (d.b.a. SparkPost).

"SparkPost Service" means the SparkPost email delivery service.

SparkPost is SAS' third-party licensor. Customer will comply with the SparkPost Privacy Policy available at www.sparkpost.com/policies/privacy and the SparkPost Messaging Policy available at www.sparkpost.com/policies/messaging, which SparkPost may update from time to time. SparkPost may modify the SparkPost Service in any way. The SparkPost Service may contain links to third party websites not under SparkPost's control. Neither SparkPost nor SAS is responsible for the content on or the policies regarding use and privacy of any such website. Customer may access any such websites at Customer's own risk.

SparkPost or SAS may suspend Customer's access to all or part of the SparkPost Service without notice if SparkPost or SAS reasonably determines or suspects that: (a) Customer has materially breached the additional terms in this subsection; and (b) such breach is materially injuring SparkPost's or SAS' business, reputation, customers or the SparkPost Service. Any breach of the SparkPost Messaging Policy is a material breach of the Agreement.

SparkPost or SAS may terminate Customer's access to all or part of the SparkPost Service for any breach by Customer of this subsection that

remains uncured thirty (30) days after receipt of written notice.

Customer's use of the SparkPost Service via SAS 360 Engage: Email will result in SparkPost's acting as a subprocessor of any Personal Data contained in the Customer Materials. SparkPost may engage further subprocessors in support of the operation and features of the SparkPost Service.

10.3.3 SAS will assist Customer with email deliverability efforts arising from Customer's use of SAS 360 Engage: Email, including:

- SAS 360 Engage: Email Setup/Warmup Tasks:
 - Email DNS setup;
 - Development of a DNS warm-up plan in line with industry best practices;
 - Oversight and reporting of results during the warm-up period; and
 - Advisory and adjustment of warm-up planning.
- SAS 360 Engage: Email Ongoing Operational Tasks:
 - Recurring health checks to review status of live mailings;
 - Ongoing deliverability advisory;
 - Monthly reporting on email deliverability performance; and
 - Mitigation of issues causing impacts on reputation as applicable.

This support does not include:

- Implementation services to set up the SAS 360 Engage: Email user interface;
- Resolution of SAS 360 Engage: Email technical issues;
- Creation of email templates; or
- Functional assistance in the use of SAS 360 Engage: Email.

Customer may acquire additional assistance from SAS by entering into a separate Order Form for Consulting Services and paying applicable fees.

SAS does not guarantee any email deliverability rate.

10.4 **SAS 360 Plan.** Customer will not use SAS 360 Plan to directly deliver content to Customer's production websites, mobile websites, mobile applications, or other high-volume digital media.

10.5 **SAS 360 Cloud Data Storage.** Customer must acquire a subscription for SAS 360 Cloud Data Storage in conjunction with Customer's subscription for its initial CI360 Offering. One (1) terabyte of SAS 360 Cloud Data Storage is included with Customer's Subscription Service at no charge. Customer may request additional terabytes as an upgrade to SAS 360 Cloud Data Storage, subject to payment of the applicable Fee. Customer may use SAS 360 Cloud Data Storage to upload and store Customer Materials. Data collected by the Subscription Service resulting from Customer's authorized use of the Subscription Service does not count toward SAS 360 Cloud Data Storage. SAS 360 Cloud Data Storage may be shared across all CI360 Offerings subscribed by Customer which either (a) share the same hosted tenant; or (b) share a production instance and Non-Production instance if both exist and, if applicable, one or more SAS 360 Additional Tenants.

10.6 **SAS 360 Event API.**

10.6.1 All CI360 Offerings require SAS 360 Event API. One hundred million (100,000,000) Event API Calls per year are included at no charge. Overage Fees will apply if Customer exceeds this quantity of Event API Calls during any Usage Tracking Period. Customer may request Subscription Upgrades to procure additional quantities of Event API Calls subject to payment of applicable Subscription Fees.

10.6.2 Customer may share the Event API Calls across all instances of CI360 Offerings to which Customer has subscribed as long as the CI360 Offerings either (a) share the same hosted tenant; or (b) share a production instance and Non-Production instance if both exist and, if applicable, one or more SAS 360 Additional Tenants.

10.6.3 The amount of data delivered per Event API Call will not exceed, on average, two hundred (200) kilobytes measured in a calendar month. If Event API Calls exceed this average data limit, the parties will negotiate in good faith changes to the SAS 360 Event API Subscription Fees.

10.7 **SAS 360 Additional Tenant.** SAS will make available to Customer one or more SAS 360 Additional Tenants in the quantity set forth in the Order Form. Each SAS 360 Additional Tenant will include the same CI360 Offerings included in Customer's production instance. Customer may use each Additional Tenant for production or non-production purposes subject to the terms and conditions of the Agreement.

Definitions

“Anonymized Data” means analytical data which does not contain any Customer Materials, Personal Data or Customer Confidential Information or proprietary information.

“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.

“Overage” means a temporary increase above the subscribed value of a Pricing Metric or other value(s) set forth in an Order Form.

“Non-Production Instance” means an instance of the System which Customer may use solely for testing, development and other non-production purposes.

“SAS 360 Additional Tenant” means an additional instance of the System including the same CI360 Offerings as included in Customer’s Production Instance which Customer may add to its subscription subject to payment of additional Fees.

“Tracking Technologies” means technologies that collect information with respect to visitors to Customer’s websites and users of Customer’s mobile applications.

LGL5629

Last Revised: 13April2021