

## SAS Visual Analytics

### Hosted Evaluation Agreement

1. SAS grants Customer a nonexclusive, nonassignable and nontransferable licence to evaluate the Software free of charge until the Evaluation End Date identified on the first page of this Agreement. Customer's employees and onsite contractors who have been provided access information, including web address, login details and password ("System Access Credentials") (collectively, "Users") may use the Software and the hosted environment (collectively, the "System") for evaluation of the Software for Customer's own internal business purposes only ("Purpose"). Users may not use the System for production and/or commercial purposes. The System may be accessed by no more than the number of Users specified on the first page of this Agreement. Neither Customer nor any User may download or attempt to download any Software or data made available by SAS.
2. Any materials Customer provides, stores, collects, transmits or receives for use with the System and any Customer or third party owned materials Customer directs SAS to provide, store, collect, transmit or receive via the System are defined herein as "Customer Materials." Customer grants SAS a personal, non-transferable, non-exclusive, royalty-free licence to use any Customer Materials supplied for the purpose of supporting the Customer with the evaluation and for access and use in connection with the System, and for SAS to load, view and test the Customer Materials onto the System for the Purpose. Customer warrants that it has all necessary rights to provide the Customer Materials to SAS for the Purpose, and that Customer's use of the Customer Materials complies with all applicable licence terms, terms of use, and other usage terms as set forth by the providers of such Customer Materials. Further Customer warrants to be responsible for the Users use of the System Access Credentials. Customer, and not SAS, is solely and exclusively responsible for all Customer Materials. Customer will, in order to transmit the Customer Materials to SAS, ensure that the Customer Materials is loaded by the Customer onto a removal hard disk, which is virus checked by a commercially available virus checker, and only this hard disk is transmitted to SAS. SAS disclaims all liability of any kind for Customer Materials. Customer will not provide to SAS any sensitive or personally identifiable data (including without limitation Personal Data as defined in the Data Protection Act 1998 (as amended from time to time)) nor place such data on the System. Customer will back-up the Customer Materials at least 24 hours prior to providing SAS with the same; Customer shall ensure that it provides only copies of Customer Materials to SAS, shall throughout the duration of this Agreement retain a copy of the Customer Materials, and that the Customer will provide no more than 50 GB capacity of data. Further Customer acknowledges that, following the Evaluation Start Date, the Customer may be accessing dummy data provided by SAS provided for a period of time.
3. The System, in which the Customer Materials will be stored, will be located at SAS' Marlow premises. Upon the earliest of: (a) the Evaluation End Date; (b) termination of this Agreement by a party; or (c) request by SAS, Customer shall cease accessing the System.
4. Title to the System, its documentation and System Access Credentials remains with SAS and its licensors at all times. Copyright notices and other proprietary rights notices in the System shall not be deleted or modified. This Agreement does not transfer any ownership rights. 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 authorised. 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.
5. (a) SAS warrants it has the right to licence the System. Customer agrees to promptly notify SAS in writing regarding any claim for copyright, patent, trade secret or other intellectual property rights violation made against Customer relating to the System. Customer further agrees to allow SAS to control the litigation or settlement of any such claim and to cooperate with SAS in the investigation, defense and settlement thereof. Provided Customer complies with this Section, SAS shall indemnify Customer for such claim by paying for the litigation, any costs and attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or any settlement approved by SAS. Customer may participate at Customer's own expense. This is the exclusive remedy for breach of this warranty. If such a claim is made or, in SAS' opinion, is likely to be made, SAS may immediately terminate this Agreement. This indemnification obligation does not apply to the extent the claim is

based on Customer's combination of the System with other software, or modification to the System, if such claim would not have been made but for Customer's combination or modification. (b) SAS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL TERMS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY CONTRACT, STATUTE, COMMON LAW OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE) WITH RESPECT TO THE CUSTOMER MATERIALS. (c) CUSTOMER INDEMNIFIES SAS AND HOLDS SAS HARMLESS FROM ALL COSTS, EXPENSES, DAMAGES AND LOSSES (WHETHER DIRECT OR INDIRECT), INCLUDING ANY INTEREST, FINES, LEGAL AND OTHER PROFESSIONAL FEES AND EXPENSES AWARDED AGAINST OR INCURRED OR PAID BY SAS ARISING FROM: (i) A BREACH OF THE CUSTOMER WARRANTIES SET OUT IN SECTION 2. ABOVE; AND/OR (ii) IF SAS RECEIVES ANY CLAIMS FROM THIRD PARTIES DUE TO LOSS OR MISUSE OF SYSTEM ACCESS CREDENTIALS AND/OR (iii) A BREACH OF SECTION 7. BELOW. FOR THE AVOIDANCE OF DOUBT (BUT WITHOUT LIMITATION) THIS INDEMNIFICATION OBLIGATION SHALL EXTEND TO ANY CLAIM MADE AGAINST SAS BY A THIRD PARTY ARISING OUT OF THE CIRCUMSTANCES SET OUT IN SUBSECTIONS 5c(i) AND/OR 5.

6. (A) Except as provided in Section 5. :
    - (a) **THE SYSTEM IS PROVIDED "AS IS";**
    - (b) **SAS EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL TERMS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY CONTRACT, STATUTE, COMMON LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING;**
    - (c) SAS and its licensors disclaim any and all liability connected with use of the System save for in relation to loss or damage to Customer Materials as provided for at € below; and
    - (d) SAS and its licensors are not liable for (i) direct, special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract, tort (including negligence) or otherwise), or (ii) any claim against Customer by a third party, even if SAS or its licensors have been informed of the possibility of such damages.
    - (e) In the event of any loss or damage being caused to Customer Materials due to SAS failing to adhere to its obligations hereunder, then SAS' liability for the same shall not exceed £25,000.
  - (B) The parties acknowledge that the above disclaimers and exclusions of liability are reasonable taking into account all circumstances (including without limitation that the System is being provided by SAS free of charge). If a court of competent jurisdiction finds that the disclaimer of liability set out in subSection 6. (c) above is not reasonable, SAS' aggregate liability under or in connection with this Agreement shall be limited to £25,000; however the other subSections of this Section 6 shall still apply. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages so certain of these sections may not apply to Customer; however, they apply to the greatest extent permitted by applicable law.
  - (C) Any limitations and exclusions of liability in this Agreement shall not apply in the case of death or personal injury caused by SAS' negligence, or SAS' fraud or fraudulent misrepresentation. This subSection shall take precedence over all other Sections of this Agreement.
7. **Prohibited Activities.** Customer will not, and will not permit any User to, use the System to do any of the following:
    - a) send unsolicited marketing material or communications in any form (commonly referred to as "SPAM"); or
    - b) engage in any activities or actions that infringe or misappropriate the intellectual property rights of others; or
    - c) engage in any activities or actions that would violate the personal privacy rights of others, except as permitted by applicable law; or
    - d) send or transmit harassing, abusive, libelous, or obscene materials or assist in any similar related activities; or
    - e) intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or
    - f) engage in any activities or actions intended to misuse or abuse Users' passwords, System Access Credentials or other confidential information; or
    - g) use the System 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
    - h) assist or permit any person to engage in any of the activities described in this Section 7. **If Customer becomes aware of any prohibited activities described in this Section, Customer will notify SAS immediately and will use best efforts to remedy such activities promptly.**

8. **Confidentiality.** Neither party shall disclose any information relating to the other party which appears by its very nature to be confidential or any of the terms contained within the Agreement to any third parties. For the purposes of this Section SAS affiliates and sub contractors are not deemed third parties.
9. **Data Transfer.** Customer shall be responsible for transferring the Customer Materials to SAS. Customer shall implement sufficient security measures to safeguard all such Customer Materials in transit. Customer acknowledges that internet and network connections external to SAS are not within SAS' control or responsibility.
10. **Termination.** This Agreement will automatically terminate upon the Evaluation End date. Either party may terminate this Agreement at any time for convenience prior to such Evaluation End Date. After termination or expiration of this Agreement SAS shall delete the Customer Materials from the System in accordance with SAS' standard policies and procedures. Further SAS may conduct application maintenance, system maintenance, and facility maintenance services in accordance with SAS' standards as SAS sees fit.
11. **General.** This Agreement, including any Attachments, is the parties' complete and exclusive statement relating to its subject matter. The laws of England and Wales govern this Agreement and the parties hereby submit to the non-exclusive jurisdiction of the English courts in relation to any matter arising out of or in connection with this Agreement. SAS hereby notifies Customer that United States export laws and regulations apply to the System. Both parties agree to comply with these and other applicable export and import laws and regulations. Customer agrees to inform all parties authorised to use the System of the relevant terms of this Agreement and any related user documentation, and be responsible for their adherence to such terms