

Glossary of Defined Terms

1. Additional Services means any services, other than Hosting Services, that SAS performs under an Order Agreement.
2. Additional Services Fees means the fees charged for Additional Services as detailed in the applicable Order Agreement.
3. Confidential Information means information of a party in tangible or intangible form that is marked or designated as confidential by a party concerning its business, plans, customers, technology, products and other information held in confidence by the other party
4. Customer Funds means the amount of money a Customer makes available for the performance of Time and Materials Additional Services.
5. Customer Marks means Customer's trademarks, service marks or trade names that are reproduced or displayed in the System.
6. Customer Materials means all Permitted Data, authentication credentials, software and other materials made available to SAS by Customer for use in the System.
7. Customer Service Provider means any contractor engaged by Customer to perform services associated with any part of the System.
8. Deliverable means the tangible or intangible items that SAS agrees to deliver under a Fixed Price engagement for a set fee.
9. Discloser means the disclosing party of Confidential Information.
10. Fees means, collectively, the Hosting Services Fees and the Additional Services Fees.
11. Fixed Price means a pre-defined project model where SAS provides Additional Services for a set fee.
12. Hosting Services means the hosting services SAS will perform under an Order Agreement.
13. Hosting Services Fees means the fees payable by Customer as detailed in an executed Order Agreement for SAS' provision of the Hosting Services.
14. ITAR means the United States International Traffic in Arms Regulations.
15. MLA means the Master License Agreement entered into by SAS and the Customer.
16. Password means, collectively, User password, User IDs, and/or other verification codes.
17. Permitted Data means (a) Customer's data derived from Customer's operations in the Territory, excluding data aggregated from other sources, including, but not limited to, data from Customer's related entities; (b) data purchased, licensed or leased from a third party by Customer; and (c) publicly available data (for example, national census data).
18. Personal Data means any information relating to an identified or identifiable natural person that (a) is included in the Customer Materials; or (b) relates to Users and is received by SAS in connection with the performance of the Hosting Services or Additional Services.
19. Purpose means the purpose for which Customer is authorized to use the System as detailed in the applicable Order Agreement.
20. Recipient means the receiving party of Confidential Information.
21. Sensitive Information means any (a) government-issued personal identification numbers (including but not limited to social security numbers, driver's license numbers, and passport numbers) (b) credit or debit card numbers, personal identification numbers (PIN), passwords or other electronic identification numbers or other information a person uses for payment or to access personal or financial information; (c) any patient, medical or other protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996 or any similar national or state laws, rules or regulations; (d) any Personal Data concerning residents of the European Union that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs,

trade-union membership, or criminal record or history, or that concerns an individual's health or sex life or (e) any classified data or technical data controlled by the International Traffic in Arms Regulations

22. System means the software, documentation and Third Party Products, together with the applicable computer hardware, as they operate together for the Hosting Services performed under an Order Agreement.
23. Term means the period during which SAS will perform Hosting Services under an Order Agreement.
24. Territory means the country set forth in the applicable Order Agreement.
25. Time and Materials means a consultative model under which (a) SAS provides Additional Services at hourly rates; and (b) SAS' time and a limited license to any Work Product resulting from the Additional Services are the only deliverables.
26. Third Party Products means any software or data which is licensed by SAS from a third party and included as part of the System for Customer's use and benefit as an end-user of the System and which is not part of a generally available SAS software product.
27. Users means the named employees of Customer and Customer's contractors who have access to the System to perform work for Customer for the Purpose. The number of Users authorized to access the System is specified in the applicable Order Agreement.

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