

This document contains (i) Schedule 1 - Core Terms for SAS Offerings and its exhibits; and (ii) Schedule 2 - Required Flow-down Terms. The terms set out in this document form an integral part of the Tier-Two Reseller Authorization Agreement between TD SYNnex and the Tier Two Reseller.

SCHEDULE 1: **Core Terms for SAS Offerings**

A. QUOTATION & OFFER

If an ORF is approved by SAS, both the Tier Two Reseller and TD SYNnex will receive an approval e-mail from SAS. Based on the approved ORF, the Tier Two Reseller will request a Quotation for the Offerings. The Quotation will include the applicable details such as information about the Offering and the End User, the pricing metrics or other usage restrictions to the Offering. The Quotation does not constitute a binding agreement between the Parties and will be valid for 90 days unless otherwise indicated in the Quotation. Following the receipt and consideration of the Offering, the Tier Two Reseller will submit its own Tier Two Reseller Offer to the End User identified in the Quotation.

B. CONTRACTUAL STRUCTURE

- i. The Tier Two Reseller may provide Offerings to End Users under a binding agreement solely; (i) as authorized in and subject to the terms of this Tier Two Reseller Agreement and the Order Form ii) in Object Code Form if the Offering contains Software iii) for the sole purpose of distribution and resale of the Offering by the Tier Two Reseller to the End User indicated in the Order Form iv) under an End User Agreement with Tier Two Reseller in line with the Order Form.
- ii. Each End User Agreement shall contain the Required Flow Down Terms as stipulated in Schedule 2.
- iii. Except as expressly set forth in this Agreement, the Tier Two Resellers is not authorized to grant to the End User the right to appoint sub-resellers, remarketers, or sub-licensors for the Offerings. Tier Two Reseller is authorized to resell the Offering to the identified End User in the Order Form under an End User Agreement.
- iv. The Tier Two Reseller will not use Offerings for its own benefit, for the benefit of its Affiliates and/or for the benefit of a third party and for any purposes other than reselling the listed Offerings to the specific End User.
- v. Tier Two Reseller will not and shall procure that and the End User will not use the Software in a service provider arrangement or use the SAS Offerings in revenue-generating Internet-based services.

C. REQUIRED CONTRACTUAL DOCUMENTS

1. UNIVERSAL TERMS ORDER FORM

When the opportunity is at the contract stage with the End User, the Tier Two Reseller will submit to TD SYNnex a request for an Order Form based on the Quotation. To order an Offering under this Agreement, the Tier Two Reseller and TD SYNnex will enter into an Order Form. The Order Form provides the terms applicable to the specific Offering.

The framework terms and conditions applicable to all SAS Offerings are listed in the **Universal Terms** and its applicable Addenda available at <https://www.sas.com/en/legal/software-services-index.html#277ca765-86a5-492a-aac2-29adca47eb5b>.

The Order Form identifies and incorporates the applicable terms.

Order of Precedence: In the event of a conflict between an Order Form and this Agreement:

- i. Order Form takes precedence in relation to the rights and obligations related to the Offering and to the specific End User transaction;
- ii. this Tier Two Reseller Authorization Agreement takes precedence in relation to the commercial relationship established herein between the Tier Two Reseller and TD SYNnex.

2. END USER AGREEMENT

To resell the Offerings to the End User as authorized in this Agreement, the Tier Two Reseller shall enter into an End User Agreement (“EUA”) with the End User. Tier Two reseller will ensure that the EUA includes the Required Flow Down Terms.

Tier Two Reseller warrants that the EUA will (i) comply with this Agreement ii) will not change, modify, or increase any liability and/or warranty on behalf of SAS or TD SYNEX iii) will not extend TD SYNEX’s or SAS’ liabilities and warranties provided in the Order Form to any party other than Tier Two Reseller itself.

Tier Two Reseller acknowledges, and will ensure that the End User acknowledge the following:

- i) SAS and its licensors and suppliers are not party to the Distributor’s or Tier Two Resellers’ contracts or by any of these parties with third parties, including without limitation those with the End Users;
- ii) any representation, condition, or warranty in relation to EUAs, including those relating to the Offerings, will be the sole responsibility of the Tier Two Resellers towards the parties to such contracts;
- iii) in relation to the agreements listed in (i) above and toward the parties to such agreements, SAS disclaims, to the greatest extent permitted by applicable law i) all warranties by SAS or its suppliers and licensors, 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;
- iv) in relation to the agreements listed in (i) above and toward the parties to such agreements, SAS disclaims any liability by SAS or its suppliers and licensors for any damages, whether direct, special, incidental, indirect, consequential, punitive, or reliance damages (arising in tort, contract or otherwise), even if they have been informed of the possibility of such damages, except as provided in the Order Form accepted solely towards and for the benefit of the Distributor;
- v) SAS has the right to verify compliance by the Distributor, Tier Two Reseller and/or End User with SAS’ Intellectual Property Rights and other relevant terms of the applicable Order Form;
- vi) SAS is a third-party beneficiary to these contracts with the right to directly enforce the terms in relation to license or usage rights compliance and intellectual property rights.

SAS’ right to be third-party beneficiary to such contracts will not limit the Tier Two Reseller’s responsibility towards TD SYNEX under this Agreement and the relevant Order Form to comply and to ensure compliance with the Required Flow Down Terms by the End User. Tier Two Reseller, as party to the Order Form and this Agreement, will be responsible for : (i) any use of the Offering by End User inconsistent with the terms of this Agreement, Order Form or SAS Institute Inc.’s intellectual property rights; (ii) Tier Two Reseller’s failure in ensuring in a binding manner that a) End User enters into a binding agreement with the Tier Two Reseller and b) the control mechanisms are established to ensure the respect of this Section. This Section does not limit SAS’ rights to raise any of the above claims directly against an End User or Tier Two Reseller as a third-party beneficiary to these agreements.

Distributor, Transacting Distributor Affiliate, and Tier Two Reseller are independent contractors. Except as stated above and in Exhibit 1, Tier Two Reseller may freely choose the liability and warranty regime that applies to transactions between itself and End Users at their own discretion.

3. END USER VERIFICATION LETTER

Tier Two Reseller will submit to TD SYNEX by means of electronic communication, an EUVL in the format required by SAS in Exhibit 2 and signed by End User upon execution of the EUA and at least thirty (30) days in advance of each renewal period under the Order Form. TD SYNEX may terminate the applicable Order

Form if the EUVL is not received timely or if it is inconsistent with the Order Form. It is Tier Two Reseller's responsibility to complete the information required for EUVL based on the terms of the Order Form.

4. PURCHASE ORDER

Tier Two Reseller will submit to TD SYNEX a Purchase Order in line with the terms of the Order Form if the Offering is invoiced annually.

Notwithstanding anything to the contrary, there will be no automatic renewals. Renewals will be subject to the submission of a Purchase Order: i) If the Order Form is providing an annual period only, the Purchase Order will be submitted for the first period and for each applicable renewal period thereafter ii) If the Order Form is providing a Committed Period, the first Purchase Order will be submitted for the Committed Period and for each applicable renewal period following the end of the Committed Period.

Before the renewal date specified in the Order Form, Tier Two Reseller and TD SYNEX will agree on renewal fees and Tier Two Reseller will submit to TD SYNEX a Purchase Order as described above before the renewal date together with the End User Verification Letter to request the renewal of the Order Form. The renewal fees are subject to change.

Exhibit 1 – Tier-Two Reseller Policies & Procedures

Visit the following link for the latest version:

<https://partners.sas.com/sell-and-showcase/distributor-managed-tier-2-reseller-policies-and-procedures>



SAS Distributor Managed Tier Two Resellers

Policies and Procedures

PURPOSE

This SAS Distributor Managed Tier Two Policies and Procedures document (“Policy”) provides detailed information related to the execution of Distributor and Tier Two Reseller Agreements. This document is intended to be used in conjunction with the Opportunity Registration requirements and the terms and conditions set forth in the relevant agreements. Capitalized terms that are not defined in this Policy are defined in the applicable agreements.

SAS Distributor Managed Tier Two Policies and Procedures are subject to change. For any questions regarding the information provided in this document, please contact your Partner Account Manager, or send questions to Global Channels Operations via email at partners@sas.com

AUTHORIZED SALES TERRITORY

The authorized territory will be listed in the Distributor Adopter Agreement signed by SAS and Distributor Affiliate party.

AUTHORIZED ACCOUNTS

In addition to the other limitations provided in the relevant agreements, the Distributor and Tier Two Reseller can distribute and resell into any End User account except those accounts listed at [SAS List of Named Accounts](#) that SAS exclusively assigned to itself or a third party. SAS may unilaterally update Named Account List.

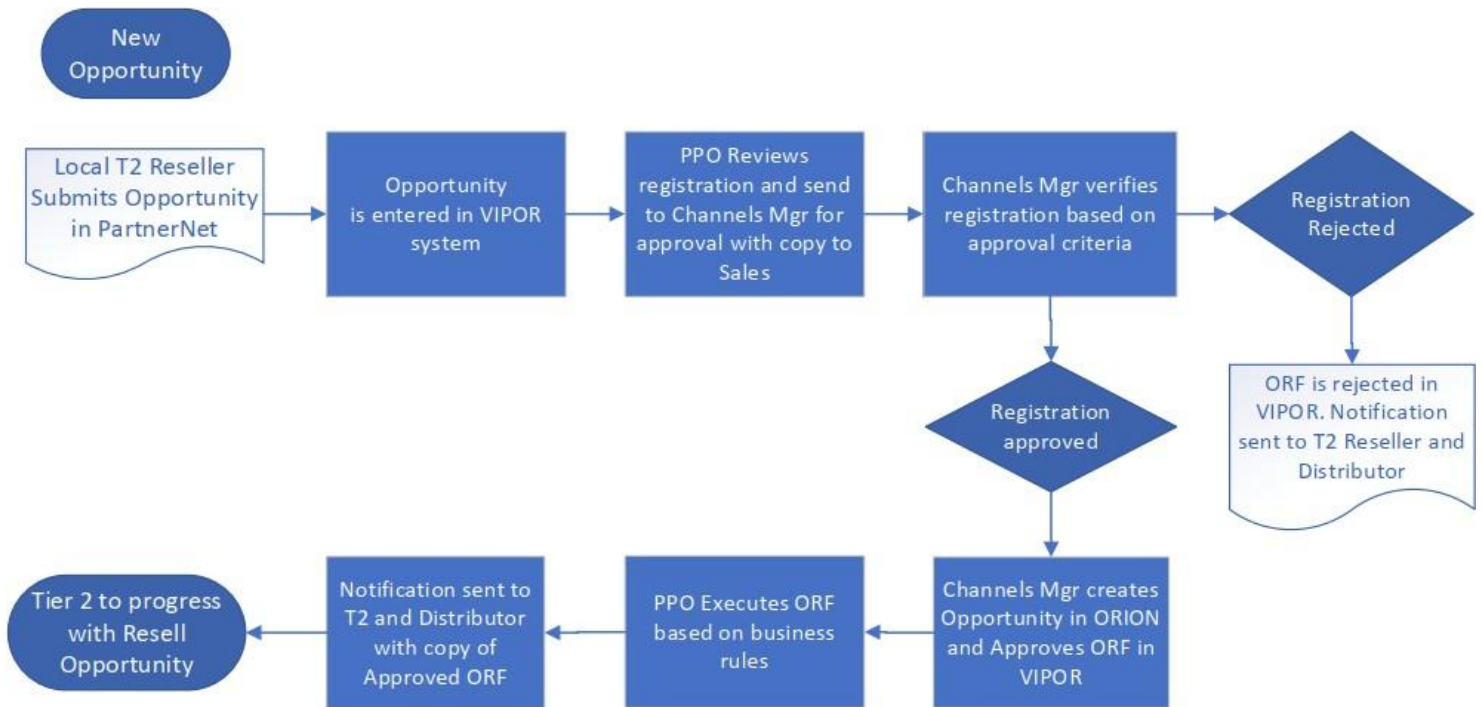
AUTHORIZED RESELL OFFERINGS

The SAS portfolio of Offerings including Software, Hosted Managed Services, CI360, and Education are eligible for resale per the applicable agreements.

The Eligible Offerings are listed in - <https://partners.sas.com/sell-and-showcase/distributor-eligible-offerings>.

To be authorized to resell any SAS Offerings, the Distributor and Tier Two Reseller must register the opportunity using the Opportunity Registration Form (ORF) found on PartnerNet and have that registration approved by SAS.

OPPORTUNITY REGISTRATION AND APPROVAL PROCESS



All resell opportunities must be registered PartnerNet. When a Tier Two Reseller decides to pursue an end user opportunity with a Distributor, Tier Two Reseller will submit an Opportunity Registration Form (“ORF”) via SAS PartnerNet to document and identify the opportunities with potential End Users. SAS will make reasonable effort to approve or reject all registrations within 5 business days and will notify the Distributor and Tier Two Reseller in writing of the decision. In the event the opportunity registration is rejected, SAS will provide the reason for the rejection and may suggest course of action, if appropriate.

More than one Tier Two Reseller may submit an ORF for the same opportunity. SAS will provide a Quotation to the Distributor for each one of these Opportunities.

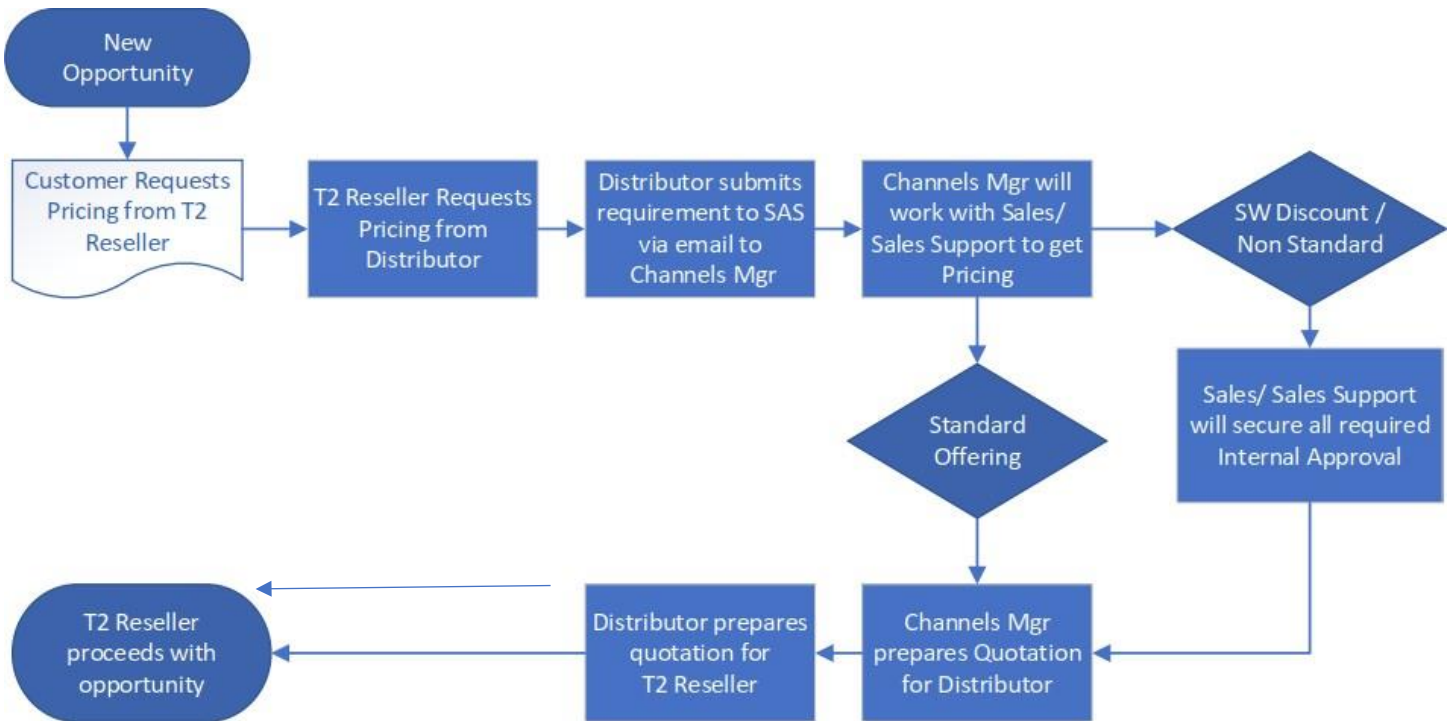
For opportunities under Territory USA, Canada, and Latin America, only the first ORF will be approved by SAS and Distributor will be provided a Quotation only for the benefit of the Reseller which submitted the first ORF for the same opportunity, except if the ORF is related to a Passive Sales opportunity. The same opportunity means an opportunity for the same End User and the same Offerings.

An approved ORF is valid for 12 months from execution date unless stated otherwise in the Distributor/Reseller agreement or on the executed ORF. Should the opportunity not close during this period, the Reseller is responsible for submitting another ORF to request an extension. The extension is at the sole discretion of SAS and the period of validity may be up to, but no more than, an additional 12 months.

ORF validity does not apply to pricing quotation. As per Distribution Agreement, all price quotes are valid for 90 days. Distributor should reach out to SAS for an updated pricing if the opportunity is not closed within that timeframe.

SAS may, at its discretion, reject and remove a Reseller from a previously approved opportunity if the Reseller company ownership changes or if SAS or the Distributor/Reseller terminates the Distributor/Reseller contract. SAS will make reasonable efforts to cooperate with the Distributor/Reseller before taking any action.

REQUESTING A PRICING QUOTE



All pricing requests (Quote requests) will be done by the Distributor to SAS. The Tier Two Reseller should reach out to their SAS Distributor to obtain Distributor Offer to Tier Two Reseller. An approved Opportunity Registration Form must be in place before any pricing (Quote) request is made to SAS.

All quotes, RFPs and proposals must include a term of validity that does not exceed ninety (90) days from the date of issuance.

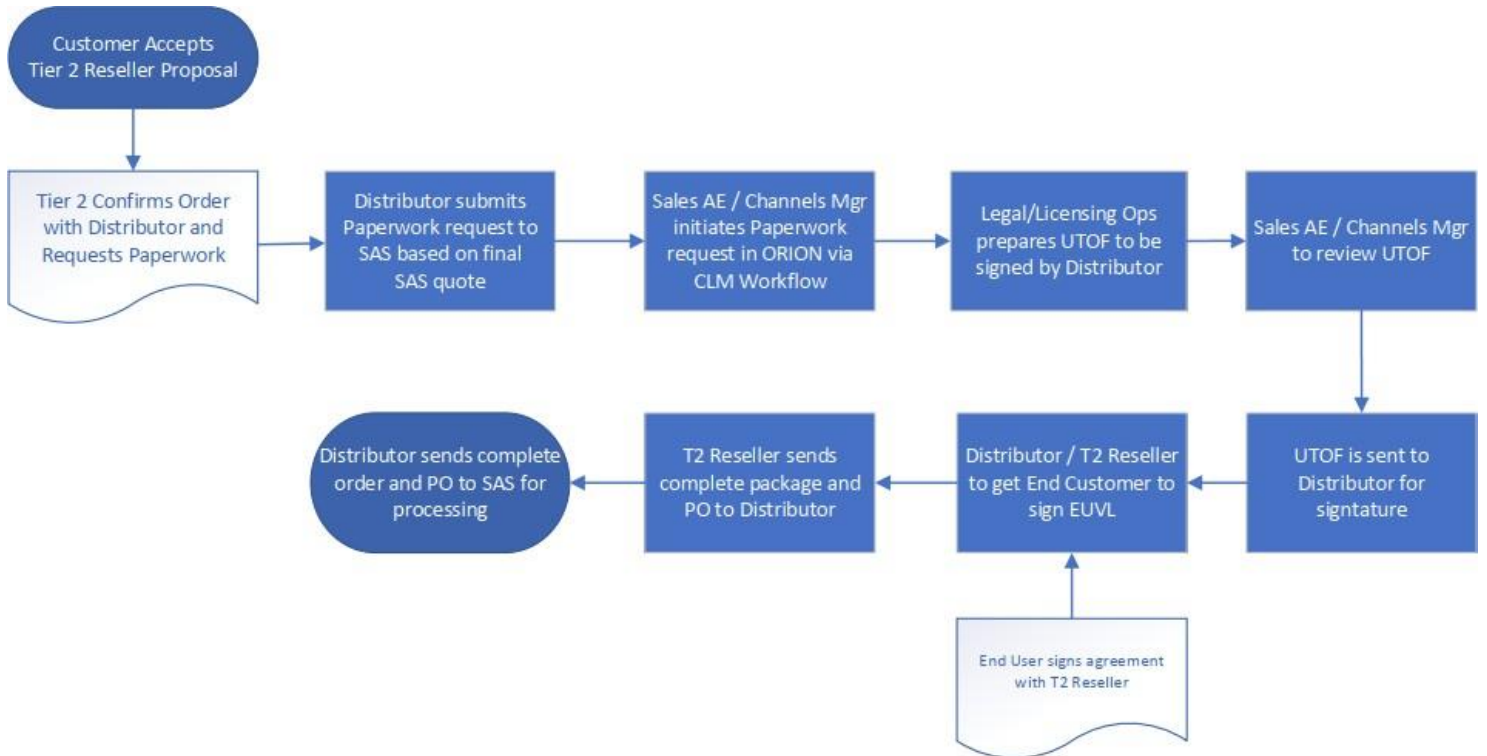
All transaction and pricing will be in **USD**, using SAS Applicable Fees in the USA.

To obtain a Quote, the Distributor/Reseller will make every effort to make sure the opportunity is BANT qualified and will submit complete information to SAS as applicable.

- Is this a new or existing SAS Customer Account?
- Is this new license or upgrade?
- What is the expected License Begin Date (LBD)?

- List of Offerings End User is interested in purchasing
- Quantity for applicable pricing metric
- Do you have an active SAS Sales Opportunity Number (SSO)?

CONTRACTING PROCESS



When a Distributor/ Tier Two Reseller secures an EUA from the End User to provide the proposed SAS Offerings, the Distributor will work with their SAS contact to secure the appropriate SAS contracts as described in the relevant agreements. These documents will be provided to the Distributor for signature.

EUVL (End User Verification Letter)

Distributor will submit to SAS by means of electronic communication, an EUVL in the format as prescribed in the Distributor Agreement, signed by End User for all new transactions and renewal transactions. SAS may terminate the applicable Order Form if SAS does not receive the EUVL in a timely or if it is inconsistent with the Order Form.

It is Distributor's responsibility to complete the information required for EUVL based on the terms of the Order Form.

ORDER FULFILLMENT PROCESS

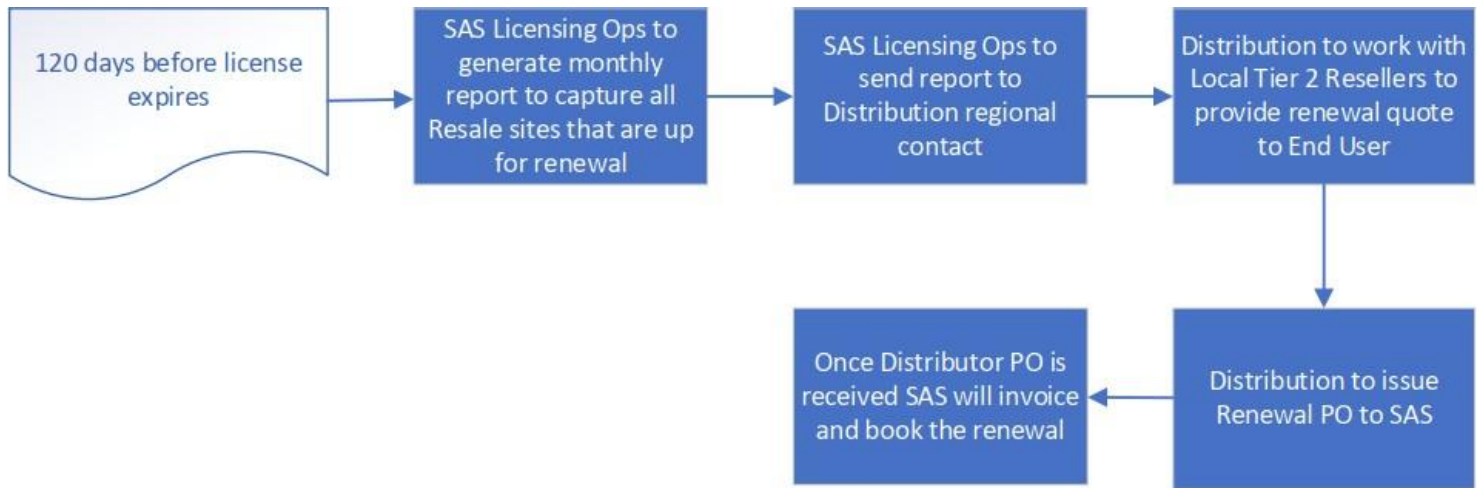


For New Software transactions, Distributor must submit the complete package and all required documents duly executed for SAS to accept and process the transaction. A complete package includes, Distributor Purchase Order, signed Order Form, signed EUVL, approved ORF. Purchase Orders for Multi Year Deals should cover the full amount for all the years in the committed period.

SAS will issue invoice to Distributor based on Order Form. Distributor will invoice the Tier 2 Reseller based on their agreement.

Upon invoice, SAS will issue a New Software Order with permanent codes to the End User; with a copy to Distributor and Tier 2 Reseller. For multi-year non-cancellable deals, license codes will be issued annually.

TRANSITION OF RENEWALS



For Renewal Software transactions, approximately 120 days prior to the End User license anniversary date, SAS will send “Renewal Notice” to the Distributor. This advance notice will allow the Distributor to work with the Tier Two Reseller and get renewal confirmation from End User. Once renewal is confirmed, the Distributor will issue a renewal Purchase Order to SAS before the renewal date and SAS will issue the renewal invoice for the next annual period.

Distributor will remit payment to SAS within the prescribed payment terms. Once SAS receives payment for the renewal invoice the renewal codes for the applicable invoice period will be provided to the End User with a copy to Distributor and Tier Two Reseller.

SAS will apply a percentage increase for renewals (“Annual Uplift”). SAS will determine the Annual Uplift at its sole discretion, which may vary each year. For the first annual renewal period following the Initial Annual Period, the Annual Uplift will apply to the Standard Applicable Fees, which will then be used to calculate the Distributor Buy Price with the application of the Total Discount in line with the table set out below. For every subsequent annual renewal period SAS will apply a percentage increase to the prior year’s Renewal Fees.

There are circumstances under which the Tier Two Reseller may no longer be entitled to manage the End User’s renewals. End User renewals may be transitioned from the current Tier Two Reseller to another authorized Tier Two Reseller or back to SAS as direct customer based on any of the following business justifications:

1. The End User has requested to terminate their relationship with the Tier Two Reseller. Reason may include but not limited to acquisitions or mergers that prohibits End User from engaging with the current Tier Two Reseller.
2. The Reseller is no longer in good credit standing with the Distributor.
3. SAS has opted to terminate their relationship with the Tier Two Reseller.
4. End Customer requests to work with SAS directly.

If such an event occurs, SAS will review with Distributor and internal SAS stakeholders in Sales to review the business justification. Distributor and SAS will agree on the new Tier Two Reseller and engage Operations team to initiate paperwork requirements for the transition and update in the system accordingly.

TRANSITION OF RENEWALS

	Existing Resell Site to New Tier Two Reseller	Existing Resell Site back to SAS direct
Business Justification	<p>The End User has requested to terminate their relationship with the Tier Two Reseller. Reason may include but not limited to acquisitions or mergers that prohibits End User from engaging with the current Tier Two Reseller.</p> <p>The Reseller is no longer in good credit standing with the Distributor.</p> <p>SAS has opted to terminate their relationship with the Tier Two Reseller.</p>	<p>The End User has requested to terminate their relationship with the Tier Two Reseller. Reason may include but not limited to acquisitions or mergers that prohibits End User from engaging with the current Tier Two Reseller or through a Distributor</p>
Distributor Discount	No change	No margin, invoice full to End User
Paperwork Requirement	<p>Amendment to update Tier Two Reseller information in UTOF</p> <p>New Tier Two Reseller Contact Information Form</p>	Amendment to change license to direct
Invoicing	Review with Licensing Ops any outstanding invoice that needs to be canceled/reinvoiced	Review with Licensing Ops any outstanding invoice that needs to be canceled/reinvoiced
System Update	Licensing Ops will update GIDB with new Tier Two Reseller Relationship information	Licensing Ops will update GIDB to remove Reseller Cust Class code, update Software and Invoice Contacts back to End User

Notwithstanding the above, SAS may decide, at its sole discretion: (a) for SAS, its affiliates or a third party to contract directly or indirectly with End User; (b) to contract with Tier Two Reseller to provide the Offering to the End User or (c) to implement any other option SAS deems appropriate

ONBOARDING NEW TIER TWO RESELLERS

Recruitment of New Tier Two Reseller will be based on agreement between Distributor and SAS. SAS will provide requirements and qualifications to assist Distributor in finding the best match.

All Tier Two Resellers will have to go through SAS Due Diligence and will be required to sign SAS Tier Two Reseller Agreement before SAS can engage with them.

Signing a Tier Two Reseller Agreement will provide the Partner SAS standard Partner Program benefits including access to PartnerNet portal where they can submit Opportunity Registration Form.

All existing SAS Resellers with standard Reseller Agreement will need to sign new Tier Two Reseller Agreements and be onboarded under the Distributor in order to transact under the Distributor Adopter Agreement.

Notwithstanding, SAS is free to appoint any third party as a Tier Two Reseller at its own discretion.

- SAS Partner Portal (PartnerNet): <https://partners.sas.com/>
- List of SAS Sales Direct Accounts - <https://partners.sas.com/sell-and-showcase/list-of-sas-sales-direct-accounts>
- Eligible Offerings - <https://partners.sas.com/sell-and-showcase/distributor-eligible-offerings>

Exhibit 2- End User Verification Letter

This is a sample EUVL and is subject to change for each Offering.

End User Verification Letter (“EUVL”)

End User: _____

Address: _____

Contact Person: _____

(Contact person is the individual completing this form.)

Company providing SAS Offering to the End User : _____

(Name of the Tier Two Reseller)

I hereby confirm that the End User has entered into a binding agreement with the Company stated above. The End User usage rights are subject to the following commercial terms.

“If no effective date is listed below, the effective date will be earlier of the 15th or the last date of the month immediately following End User’s acceptance or signature of this EUVL”.

SAS Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System or Authorized Environments	Committed Period of the Contract*

“Committed Period” means the Term during which neither party may terminate the binding agreement for convenience.

Pricing Metrics and Additional Usage Parameters

Pricing Metrics

-

Other Usage Parameters

-

Please sign below in order to certify that the above stated information regarding the rights you have acquired from the Company for the SAS Offering is accurate.

On behalf of End User

Signature: _____

Full Name: _____

Title: _____

Date: _____

Exhibit 3 Sample Order Form

This is a sample Order Form to Software Offerings and is subject to change.

Order Form

TD SYNEX Local Affiliate
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Tier-Two Reseller:		
Address:		
Taxpayer ID/VAT/GST Number:	Territory:	Currency:

Software

If no effective date is listed below, the effective date will be earlier of the 15th or the last date of the month immediately following Customer’s acceptance or signature.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System	License Period 1 Fees

[Note to Drafter: Include this statement if the software will be co-termed to an existing site in year 1]: The first License Period will run from the effective date through [add date] in order to align the End User’s license to the renewal date for existing Software.]

[Note to Drafter: Include the “Term and Fees” section and chart below only for multi-year deals. Insert or delete rows as needed. For multi-year deals, add “See below” to the Fees column above.]

Term and Fees

Multi-Year Term:

License Period	Fee	Committed Period or Option Period [insert one for each row]
License Period 1		Committed Period
License Period 2		
License Period 3		
License Period 4		
License Period 5		

Invoicing

TD SYNEX will invoice all Fees in advance of each License Period.

[Note to Drafter: If the Tier Two Reseller will pre-pay a multi-year deal, replace the sentence above with:]
TD SYNEX will invoice all Fees listed above upon execution of this Order Form.

Pricing Metrics and Additional Usage Parameters

Pricing Metrics

-

Additional Usage Parameters

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SCHEDULE 2: REQUIRED FLOW-DOWN TERMS

The Tier Two Reseller will enter into a binding agreement (“End User Agreement”) with the End User. Whilst the form of the End User Agreement is at the discretion of the Parties to the End User Agreement the End User Agreements must include all the required flow down provisions that are at least as restrictive regarding use of SAS Offerings, and at least as protective regarding SAS’ intellectual property rights, as the provisions in the Order Form.

Without limiting the generality of the above, the End User Agreements will include in addition, provisions ensuring the requirements provided below:

1. Reference to the Applicable Offering Terms

Tier Two Reseller will inform the End User in writing that Tier Two Reseller is authorized to resell to the End User subject to the terms of the Universal Terms and the applicable Addenda available at: <https://www.sas.com/en/legal/software-services-index.html#277ca765-86a5-492a-aac2-29adca47eb5b>

The Tier Two Reseller will specify the applicable Addenda for each End User Transaction as provided in the applicable Order Form.

The Tier Two Reseller acknowledges and will ensure the End User acknowledge that such reference to the applicable offering terms does not imply to give any right or authorization to the Tier Two Reseller or End User to raise a claim directly against SAS or limit any of the Disclaimers provided below.

The Tier Two Reseller will also provide the applicable list of the Offerings, Pricing Metrics, all other relevant commercial terms of the Order Form.

The Tier Two Reseller will notify the End User in a binding manner that the use of SAS Offerings by the End User is subject to these applicable offering terms and the terms below.

2. Termination for Convenience Rights

Only if the Order Form provides to the Tier Two Reseller a termination for convenience right during an agreed upon annual or multiyear term, the Tier Two Reseller must flow down such termination for convenience rights and any refund rights, if applicable to the End User Agreements. The Tier Two Reseller may terminate an Order Form for convenience only if the End User terminates the applicable EUA for convenience. TD SYNEX’s refund obligation in case of such termination will be on a pro rata basis and will apply only towards the Tier Two Reseller and not the End User. The basis for the calculation of the refund amount will be the fees paid by the Tier Two Reseller to TD SYNEX for the applicable Order Form.

3. Right to Resell

Tier Two Reseller may resell Offerings to the End User i) as authorized in and subject to the terms of this Tier Two Reseller Authorization Agreement ii) for the sole purpose of resale of the usage and/or access rights applicable to the Offering iii) to the End User indicated in the Order Form iv) under the End User Agreement with the End User subject to the usage rights and restrictions provided in the Order Form signed between TD SYNEX and the Tier Two Reseller.

For Software Offerings installed outside of a System, Tier Two Reseller’s authorization, as set out above, includes sublicensing the Software to the End User. For Software installed on a System as part of any SAS Cloud Offering, Tier Two Reseller is not authorized to license or sublicense the Software or the System. Cloud Offerings provide access to the System including the Software installed on the System.

Tier Two Reseller will not use SAS Offerings for its own benefit, for the benefit of its affiliates or a third party and/or for any purposes other than reselling the listed Offerings to the specific End User.

Tier Two Reseller is not authorized to appoint any other party to distribute, resell, remarket or license or sublicense SAS Offerings. Tier Two Reseller is authorized to resell the Offering to the End User.

Tier Two Reseller and End User may not use the Offering in any type of service provider arrangement, in revenue-generating services or applications for third parties or in a time-sharing arrangement. The Offering must be used only in connection with End User’s own internal business operations, and not those of any third party. Tier Two Reseller or End User will not rent, lease or further sublicense the Offering.

4. Non-Exclusivity and Relationship of the Parties

Tier Two Reseller is not granted any type of exclusive rights with respect to SAS Offerings or a Territory or otherwise and Tier Two Reseller will not register itself as a distributor, reseller or agent of the SAS Offerings.

The Parties are independent contractors. Tier Two Reseller will not explicitly or implicitly designate or represent itself or the distributor as an “agent,” “joint venturer,” “co-venturer,” or “partnership” to describe the relationship between SAS and Distributor or Tier Two Reseller;

The Agreements do not establish an agency, franchise, joint venture, or partnership or any other such relationship between the Tier Two Resellers and SAS.

5. Limited Rights

Apart from the right to resell SAS Offerings subject to the contractual limitations and to the specified End User per End User Transaction, Tier Two Reseller is not granted any rights to patents, copyrights, trade secrets, trade names, or trademarks with respect to SAS Offerings. 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. The Software source code is a SAS trade secret. There are no implied licenses. All rights not expressly granted in relation to SAS Offerings are reserved by SAS.

Tier Two Reseller may provide SAS Offerings in Object Code Form only if the Offering contains Software. End User or any Users will not access source code or attempt to reverse engineer, reverse assemble or decompile the Software or System. Tier Two Reseller or any End User will not remove any copyright or proprietary rights notice from any Offering.

Reseller may not: i) make derivative works of Offering; ii) make copies of the Offering except as permitted in the Order Form iii) sublicense, rent, lease, lend or host the Offering to or for the benefit of other parties or purposes except as permitted by the Reseller Authorization Agreement and the terms it references iv) allow any third party, including End User to do any of the above.

All authorizations, license grants and usage rights are nonexclusive, non-assignable and non-transferable.

Tier Two Reseller will not use any Offering or Documentation to: (i) bring an intellectual property infringement claim against SAS; or (ii) create or assist a third party in creating an offering that competes with SAS.

Any licensee, sublicensee, user, End User is not granted any license, right, power or authority to cause any part of the SAS Offering to become subject to the terms of an excluded license. An “excluded license” is any license, such as an open-source software license, that requires as a condition of use, modification or distribution of software subject to the excluded license, that it or other software combined or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

6. Disclaimers

SAS and its licensors and suppliers are not party to the agreements between the Distributor, Tier Two Reseller and/or the End User, including this Reseller Authorization Agreement and EUA.

Any representation, condition or warranty in the Reseller Authorization Agreement or about SAS Offerings provided by the Distributor to Tier Two Reseller will be the sole responsibility of the Distributor towards Tier Two Reseller without prejudice to any rights and obligations that the Distributor may raise against SAS subject to the contracts executed between the Distributor and SAS.

SAS disclaims, to the greatest extent permitted by applicable law i) all warranties by SAS or its suppliers and licensors, 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 ii) any liability by SAS or its suppliers and licensors for any damages, whether direct, special, incidental, indirect, consequential, punitive, or reliance damages (arising in tort, contract or otherwise), even if they have been informed of the possibility of such damages.

SAS are third-party beneficiary to the Reseller Authorization Agreements, EUA, and EUVL with the right to directly enforce the terms in relation to license and/or usage rights compliance and intellectual property rights and to verify compliance by the Tier Two Reseller and/or End User.

SAS may, at its sole discretion, discontinue any or all Offerings, change Offerings eligible for sales by Distributor, add new features or functionality to, or remove features or functionality from any Offering, or make whatever other changes to the

Offerings or its business. SAS has no obligation to create new versions or new releases of the Offering or to continue to offer an Offering and/or technical support for such offering.

This 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 during the provision of the Offering. The Software source code is a SAS trade secret. Tier Two Reseller will not access source code or attempt to reverse engineer, reverse assemble or decompile the Software or System and shall not remove any copyright or proprietary rights notice from any Offering.

7. Due Diligence, Ethical Business Practices, Antitrust, and Export and Import Restrictions/Trade Laws

7.1 Ethical Business Practices

Tier Two Reseller will: (a) maintain and comply with a Code of Conduct (“Distributor Code of Conduct”) the principles of which are substantially similar to those of the SAS Business Partner Code of Conduct https://www.sas.com/content/dam/SAS/en_us/doc/other1/csr-supplier-code-of-conduct.pdf, and provide TD SYNEX with the then-current version of the Tier Two Reseller Code of Conduct upon TD SYNEX’s reasonable request; (b) conduct business in compliance with all applicable laws and in a manner that reflects SAS and TD SYNEX and its offerings favorably; (c) not engage in deceptive, misleading or unethical practices; (d) make no false or misleading representations with regard to SAS or TD SYNEX, their affiliates or SAS Offerings; and (e) make no warranties or representations about the Offerings other than as authorized in the applicable contracts for such Offerings executed between the Tier Two Reseller and TD SYNEX.

Both TD SYNEX and Tier Two Reseller will comply with all applicable anti-corruption laws, including principles embodied in or laws enacted pursuant to the United Nations Convention Against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and any in-country national and local anti-bribery, anti-corruption and gift laws.

Tier Two Reseller will not, either directly or through any other person, offer, give, promise to give or authorize the giving of money, loans, employment, favors, gifts, or anything of value to anyone for the purpose of obtaining or retaining business or securing any improper advantage.

Tier Two Reseller represents and warrants that:

- (i) None of Tier Two Reseller’s owners (direct or indirect), officers or directors, nor any individual acting on Tier Two Reseller’s behalf in connection with this Agreement hold, or has held in the last three years, a position in government or a government-owned or controlled entity that has not been previously disclosed in SAS Due Diligence. Tier Two Reseller must notify TD SYNEX and SAS promptly if this changes or is likely to change; and
- (ii) Tier Two Reseller is not currently the subject of an investigation by the U.S. Department of Justice, the UK Serious Fraud Office, or any other governmental entity relating to laws governing these Ethical Business Practices, and Tier Two Reseller is not directly or indirectly owned or controlled by any person or entity that is currently the subject of such an investigation.

Without limiting the generality of the foregoing obligations, Tier Two Reseller agrees as follows:

- (i) Tier Two Reseller at all times will have and enforce adequate policies, procedures and controls in place to ensure activities under this Agreement are in compliance with these ethical business practices provisions, including at a minimum, policies and procedures relating to: (a) anti-bribery and conflicts of interest; (b) accounting of financial transactions; (c) training of personnel; and (d) due diligence of third parties;
- (ii) Tier Two Reseller shall participate in anti-bribery or other relevant compliance training if so requested by SAS;
- (iii) Tier Two Reseller will promptly report to TD SYNEX and SAS any request or demand of any undue or suspicious payment or other advantage of any kind received by Tier Two Reseller in connection with the performance of this Agreement;
- (iv) Tier Two Reseller will provide when requested by SAS or TD SYNEX, in its sole discretion, from time to time a certification relating to Distributor Parties’ compliance with these ethical business practices in a form

agreeable by both Parties, signed by a legal representative of Tier Two Reseller;

- (v) Tier Two Reseller will avoid any activities, investments, or other situations which would create a conflict of interest, a perceived conflict, or create the appearance of impropriety (“Conflict”) and, in the case where such a Conflict is unavoidable or arises during the course of performance, Tier Two Reseller shall notify TD SYNEX of the existence and nature of such Conflict within 3 days of discovery of the Conflict;
- (vi) Tier Two Reseller will at all times take reasonable measures to prevent any entity or individual that Tier Two Reseller engages to perform under this Agreement from breaching the provisions embodied in these Ethical Business Practices section. At its sole discretion, TD SYNEX may suspend this Agreement, any Order Form, and/or accompanying payment to Tier Two Reseller immediately if TD SYNEX has reason to believe that Tier Two Reseller or any transaction involving Distributor Parties may cause, or have caused, a violation of these Ethical Business Practices;
- (vii) Tier Two Reseller agrees that the SAS or TD SYNEX may disclose information relating to probable violation of these Ethical Business Practices, including the existence and terms of this Agreement, to any relevant government agencies and to any other person or entity that the SAS/TD SYNEX determines has a legitimate need to know, subject to any applicable legal privilege, data protection or data privacy law or express legal restriction;
- (viii) At its sole discretion, TD SYNEX may suspend this Agreement, any Order Form, and/or any accompanying payment to Tier Two Reseller immediately if TD SYNEX has reason to believe that Tier Two Reseller or any transaction involving Tier Two Reseller may cause, or have caused, a violation of any law related to these Ethical Business Practices.

7.2 Antitrust

SAS and Distributor are committed to open competition and does not tolerate collusion or communication aimed at fixing prices or terms in any way that reduces competition in the marketplace. Conduct that seeks to impede competitive forces is inconsistent with that commitment and will not be tolerated. Engaging in such behavior will constitute a breach under this Agreement and may violate applicable antitrust laws. Tier Two Reseller certifies that neither Tier Two Reseller nor anyone acting on its behalf has engaged or will engage in any conduct that seeks to lessen competition with respect to its business operations or the performance of this Agreement.

7.3 Export and Import Restrictions, Trade Law

United States export laws and regulations apply to the Offerings and any other SAS-provided technology or parts thereof (“**Controlled Material**”). Controlled Material originates from the United States and its export and use is subject to control under United States and other applicable trade, export and import laws and regulations, including the Export Administration Regulations (“**EAR**”) (15 CFR Part 730 et. seq.) administered by the United States Bureau of Industry and Security (“**BIS**”) (www.bis.doc.gov), and regulations administered by the United States Office of Foreign Assets Control (“**OFAC**”) (www.treas.gov/ofac).

Tier Two Reseller agrees to comply with applicable United States and other jurisdictions’ trade, export and import laws and regulations (“**Trade Law**”), except as prohibited or penalized by United States law. In case of conflict between United States Trade Law and any other applicable Trade Law, US Trade Law prevails. Distributor shall be solely responsible for identifying and complying with all Trade Law regarding its activities hereunder, and, without limitation, SAS’ approval of an ORF, issuance of a Quotation, execution of an Order Form, delivery of an Offering shall not be deemed to be confirmation by SAS of Distributor’s compliance therewith. Export classification information for SAS software is available at <http://support.sas.com/adminservices/export.html>.

Tier Two Reseller represents and warrants that:

- (i) Tier Two Reseller is not a Restricted Party nor is it directly or indirectly owned or controlled by any person or entity that is a Restricted Party;
- (ii) Tier Two Reseller is not prohibited by Trade Law from accessing Controlled Material without applicable government approval;
- (iii) Tier Two Reseller is not, and has no intention to become, engaged in any end-uses of Controlled Material prohibited under Trade Law (“**Prohibited End-Use**”) such as nuclear, chemical or biological weapons, prohibited nuclear facilities, missiles, prohibited unmanned vehicles, military or intelligence end-use in any country in Country Group D:5 of the EAR, deep water, Arctic offshore or shale oil or gas exploration involving

Russia or Russian companies, or Russian energy export pipelines; and

- (iv) Tier Two Reseller is not currently the subject of an investigation by OFAC, BIS or any other governmental entity relating to Trade Law, and Tier Two Reseller is not directly or indirectly owned or controlled by any person or entity that is currently the subject of such an investigation.

Without limiting the generality of Tier Two Reseller's foregoing obligations, Tier Two Reseller agrees as follows.

- (i) Tier Two Reseller will not export, re-export, transfer, license, sublicense or otherwise provide any Controlled Material to, or use/allow use of Controlled Materials for the benefit of, any Restricted Party;
- (ii) Tier Two Reseller will not allow Controlled Material to be exported, re-exported, transferred, re-transferred, released or otherwise accessed, directly or indirectly, to or from any Embargoed Jurisdiction;
- (iii) Tier Two Reseller will not allow Controlled Material to be used for any Prohibited End-Use;
- (iv) Tier Two Reseller will not broker, finance, or otherwise facilitate any transaction in violation of Trade Law;
- (v) Tier Two Reseller is, and will remain, knowledgeable about Trade Law;
- (vi) Tier Two Reseller will comply with all US antiboycott laws and regulations, including, but not limited to, the Anti-Boycott Act of 2018 and the Internal Revenue Code (collectively, "**Antiboycott Laws**"), and will not take any action that is prohibited or penalized under the Antiboycott Laws in connection with or relating in any way to this Agreement. Without limiting the generality of the foregoing: Tier Two Reseller will not: (a) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States; (b) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States; or (c) implement letters of credit containing terms or conditions prohibited by the Antiboycott Laws;
- (vii) Tier Two Reseller has adequate policies, procedures and controls in place to ensure activities under this Agreement are, and remain, in compliance with this Section and Trade Law;
- (viii) Tier Two Reseller will advertise and market Controlled Material only in compliance with Trade Law;
- (ix) Tier Two Reseller will conduct Know Your Customer due diligence as required by Trade Law on any party to whom they provide Controlled Material, including without limitation, as set forth in the EAR.;
- (x) Tier Two Reseller will take all necessary actions and precautions to ensure their customers, and any other party to whom Distributor Parties provide Controlled Material, do not contravene Trade Law.
- (xi) Tier Two Reseller will promptly notify SAS and TD SYNEX in writing if it becomes a Restricted Party or if any of the foregoing representations and warranties become incorrect or untrue;
- (xii) Tier Two Reseller will provide when requested by SAS or TD SYNEX, in its sole discretion, from time to time a certification relating to Distributor Parties' compliance with Trade Law or prohibit Distributor Parties from doing business with certain customers in order to ensure compliance with Trade Law;
- (xiii) To the extent required for export control audits, Tier Two Reseller will promptly provide SAS and TD SYNEX, upon request, with all information regarding users, ultimate destination, and intended use of the Offerings, and any export control restrictions relating thereto;
- (xiv) At its sole discretion, TD SYNEX may suspend this Agreement, any Order Form, and/or any accompanying payment to Tier Two Reseller immediately if TD SYNEX has reason to believe that Tier Two Reseller may cause, or have caused, a violation of Trade Law.

"Restricted Party" means:

- (i) any entity or individual listed on applicable lists of sanctioned and/or trade restricted parties under Trade Law (or replacement lists therefor), including, without limitation:
- (a) the List of Specially Designated Nationals and Blocked Persons, (b) the Non-SDN Menu-Based Sanctions List, (c) the Non-SDN Chinese Military-Industrial Complex Companies List, or (d) or any other list of restricted parties maintained by OFAC, other than the Sectoral Sanctions Identification List (For Distributor's convenience only, such lists may be searched at <https://www.trade.gov/data-visualization/csl-search>);
 - the Entity List, Denied Persons List, Unverified List or other such list of restricted parties maintained by BIS, (For

Distributor's convenience only, such lists may be reviewed at <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>);

- the Countering America’s Adversaries Through Sanctions Section 231(d) List (For Distributor’s convenience only, such list may be searched at: <https://www.state.gov/t/isn/caatsa/275116.htm>); and
- the European Union (EU) Consolidated Financial Sanctions List, United Kingdom (UK) Sanctions List, or other EU, UK or other applicable sanction or restricted party list (For Distributor’s convenience only, certain of such lists may be searched at https://ec.europa.eu/info/business-economy-euro/banking-and-finance/international-relations/restrictive-measures-sanctions_en and at <https://www.gov.uk/government/publications/the-uk-sanctions-list>).

(ii) any Iranian bank or entity, (iii) any entity or individual located or established in (including citizens of or residency status in), under control of, or part of any government of, the Crimea, Donetsk and Luhansk Regions of Ukraine, Cuba, Iran, North Korea, Syria or any other jurisdiction covered by a general financial, export or trade embargo under Trade Law (collectively, “**Embargoed Jurisdictions**”), and (iv) any entity owned, directly or indirectly, 50% or more either individually or in the aggregate by any of the foregoing individuals or entities.

8. End User Verification Letter

Tier Two Reseller will submit to TD SYNnex by means of electronic communication, an EUVL in the format required by SAS in Exhibit 2 and signed by End User upon execution of the EUA and at least thirty (30) days in advance of each renewal period under the Order Form.

Whilst pricing metrics, quantities, territory or affiliate access rights if applicable, the term of the contract and other usage parameters are listed in the contract between the Tier Two Reseller and the End User, the End User Verification Letter that will be submitted to End User’s confirmation will list these details.

TD SYNnex may terminate the applicable Order Form if the EUVL is not received timely or if it is inconsistent with the Order Form. It is Tier Two Reseller’s responsibility to complete the information required for EUVL based on the terms of the Order Form.

9. Technical Support

Tier Two Reseller is expected to provide first line technical support to End User. Tier Two Reseller will contact SAS to obtain technical support in accordance with the Technical Support terms provided in the Order Form for issues not resolved by Tier Two Reseller’s first line support. SAS may provide Technical Support directly to an End User as well if the End User contacts SAS directly however this provision of the service will not have impact on the roles and responsibilities of the Parties. In other words, SAS is responsible solely to the Distributor, per the contracts SAS signed with the Distributor.

10. Order of Precedence

In case of conflict between the above requirements and any other term of the Tier Two Reseller Authorization Agreement, the above terms will prevail.

The Tier Two Reseller Authorization Agreements will also comply with the End User Agreement requirements provided below.

11. Required Flow Down Terms for End User Agreements

Reseller Authorization Agreements will require that i) Tier Two Reseller enters into a binding End User Agreement with the End User (EUA) ii) Tier Two Reseller includes in the EUA all the required flow down provisions that are at least as restrictive regarding use of SAS Offerings, and at least as protective regarding SAS’ intellectual property rights, as the provisions in the Order Form that Distributor flowed down to the Reseller Authorization Agreements.

Without limiting the generality of the above, the Reseller Authorization Agreements will include in addition, provisions ensuring the requirements provided below :

1) Reference to the Applicable Offering Terms

The Tier Two Reseller will inform End User in writing that :

Reseller is granted by the Distributor of SAS Offerings the right to resell SAS Offerings to the Tier Two Reseller per the terms of the Universal Terms and the applicable Addenda available at:

<https://www.sas.com/en/legal/software-services-index.html#277ca765-86a5-492a-aac2-29adca47eb5b>

The Tier Two Reseller will specify the applicable Addenda for each End User Transaction as provided by the Distributor per the applicable Order Form.

The Tier Two Reseller will ensure that such reference to the applicable offering terms does not imply to give any right or authorization to the Tier Two Reseller or End User to raise a claim directly against SAS or limit any of the Disclaimers provided below. The only party to the End User Agreements is the Distributor and Tier Two Reseller.

The Tier Two Reseller will also provide the applicable list of the Offerings, Pricing Metrics, all other relevant commercial terms of the Order Form.

The Tier Two Reseller will notify the End User in a binding manner that the use of SAS Offerings by the End User is subject to these applicable offering terms and the below terms.

2) Disclaimers

SAS and its licensors and suppliers are not party to the contracts between the Tier Two Reseller and the End User, including any EUA.

SAS and the Tier Two Reseller are independent contractors. The Tier Two Reseller does not have the authority to represent SAS or act for or in the name or on behalf of SAS. There is not an agency, franchise, joint venture, or partnership between the Tier Two Reseller and SAS.

Any representation, condition or warranty in such agreements or about SAS Offerings provided by the Tier Two Reseller to the End User will be the sole responsibility of the Tier Two Reseller without prejudice to any rights and obligations that the Tier Two Reseller may have toward third parties per the contracts executed between the third parties and Tier Two Reseller.

SAS disclaims, to the greatest extent permitted by applicable law i) all warranties by SAS or its suppliers and licensors, 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 ii) any liability by SAS or its suppliers and licensors for any damages, whether direct, special, incidental, indirect, consequential, punitive, or reliance damages (arising in tort, contract or otherwise), even if they have been informed of the possibility of such damages.

SAS are third-party beneficiary to the EUA and EUVL with the right to directly enforce the terms in relation to license and/or usage rights compliance and intellectual property rights and to verify compliance by the Tier Two Reseller and/or End User.

SAS may, at its sole discretion, discontinue any or all Offerings, change Offerings eligible for sales by Distributor, add new features or functionality to, or remove features or functionality from any Offering, or make whatever other changes to the Offerings or its business. SAS has no obligation to create new versions or new releases of the Offering or to continue to offer an Offering and/or technical support for such offering.

Any licensee, sublicensee, user, End User is not granted any license, right, power or authority to cause any part of the SAS Offering to become subject to the terms of an excluded license. An "excluded license" is any license, such as an open-source software license, that requires as a condition of use, modification or distribution of software subject to the excluded license, that it or other software combined or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

3) Personal Data

- i. SAS as a Data Controller: Distributor, Tier Two Reseller or End User may disclose Personal Data to SAS to the extent necessary for the performance of this Tier Two Reseller Authorization Agreement, such as business contact information. 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.
- ii. SAS as a Data Processor: Where SAS processes Personal Data, SAS acts as a Sub-processor to the applicable contract parties. SAS will process personal data per the terms provided at <https://www.sas.com/dpa>

Distributor or End User may disclose Personal Data to SAS to be processed on behalf of these parties by SAS as Data Processor where (i) specifically authorized by the relevant Order Form or the Tier Two Reseller Authorization Agreement; or (ii) required for technical support. In such event, SAS will act as Distributor's subprocessor and the SAS Data Processing Addendum available at <https://www.sas.com/dpa> will apply, to SAS' processing of Personal Data between SAS and the party disclosing Personal Data to SAS. 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 Tier Two

Reseller Authorization Agreement with respect to such disclosure.-

Changes in the online terms will not result in a material reduction to the level of protection provided by SAS for Personal Data during the Term of the applicable Order Form.

4) End User Verification Letter

- i) a copy of the EUVL as indicated in Exhibit 2
- ii) a notification to the End User that a duly executed EUVL is required to complete the End User Transaction
- iii) Information about the purpose of the EUVL: Pricing metrics, quantities, territory or affiliate access rights if applicable, the Term of the contract and other usage parameters are listed in the contract between the Tier Two Reseller and the End User. The End User Verification Letter that will be submitted to End User's confirmation will list these details.

5) Ethical Business Practices

Tier Two Reseller will include in the EUA, provisions substantially similar to those set forth in Section 7.1 – “Ethical Business Practices”, with necessary revisions (if/where necessary) to be applicable to the End User.

6) Technical Support

Tier Two Reseller will provide technical support to the End User for the SAS Offerings.

7) Consent for Reports

Tier Two Reseller is required to submit periodic reports to SAS containing information about end users of the SAS Offerings. End User agrees that these reports may include End User's name, location and basic information about End User's usage of the SAS Offerings, End User's point of contact assigned by the End User. This disclosure is an exception to any confidentiality obligation Tier Two Reseller may have accepted under any related agreement.

8) Confirmation of Usage by the End User

SAS or a third-party auditor SAS appoints may conduct an on-site audit of the End User or request information from the End User to determine compliance with SAS' intellectual property rights.

9) Order of Precedence

Tier Two Reseller will include in the EUA a clause ensuring that in case of conflict between the above requirements and any other term of EUA, the above terms will prevail.

