

This Supplement, any Attachments and the MLA (collectively, "Agreement"), govern Customer's license of the listed software ("Software") and any related user documentation provided by SAS.

1. **Authorized Use.** The Software shall only be accessed by (a) Customer's employees and on site contractors ("Users") while doing work in the Territory solely for Customer, and (b) on a limited basis by third parties as herein specified. The license is an annual license which shall commence as of the License Beginning Date set forth on page 1. The license is renewed at the mutual agreement of the parties. Renewal is accomplished by SAS sending an invoice for the applicable Software license renewal fees and Customer paying the invoice.

1.1 **Territory.** Customer may install and use the Software within the territory listed on this Supplement ("Territory"). Customer may use Software on a portable computer in countries outside the Territory for up to three (3) months of an annual license period.

1.2 **International Report Access.** Customer may allow Users and third parties limited access to Software applications to view reports showing results of Customer's analysis of Customer's data. Customer may allow this limited access via the Internet, Customer's intranet or terminal emulation sessions. Customer shall ensure such applications (a) reside on Authorized Hardware for which Customer has licensed the Software and (b) may be used by third parties solely to view reports. Subject to applicable export and import law restrictions, such limited access may occur from anywhere in the world.

1.3 **Additional Use.** Before Customer may use the Software other than as allowed above, the parties must sign appropriate paperwork and Customer shall pay any applicable additional fees. Such other uses may include, but shall not be limited to, the following: (a) installation or use outside the applicable Territory; (b) use for the benefit of a third party in exchange for compensation; (c) use in facilities management, application or data service provision, outsourcing, time-sharing, data or information technology management, or other similar arrangements; (d) use to process third party data; (e) allowing a third party (other than an authorized contractor under the Agreement) to edit, modify, or otherwise access underlying Software, or to perform free form programming with the Software; (f) allowing a third party to use the Software for its own business operations or administrative processes; or (g) sharing Software access with any third party.

2. **Pricing Metrics and General Terms:** The pricing metrics and general terms listed below apply to the Software and its subcomponents listed on page 1. For the avoidance of doubt, only those pricing metrics listed on page 1 apply to the Software and Software subcomponents licensed hereunder.

#### 2.1 Pricing Metrics

- (a) **CPU Based** - the Software license fee is based on the total number of designated CPUs contained in the Authorized Hardware on which the Software is installed.
- (b) **PC Installs** - the Software license fee is based on the total number of Customer's personal computers on which the Software will be installed.
- (c) **Institution-Wide** - the Software license fee is based on the total number of Users authorized to access the Software; and subject to the terms and conditions of the JMP Software Attachment (Academic Institution-Wide or Departmental License).

#### 2.2 General Terms

- (a) In order to be eligible for the fees identified on the first page of this Supplement, Customer hereby certifies that it is an institution of learning as designated by an appropriate authority within a Canadian province for the purposes of offering courses at a post-secondary level and granting degrees in relation thereto (referred to as a "Degree Granting Institution" or "DGI").
- (b) Subject to the terms of Section 2.2(a), "Customer's employees", as used in the Agreement, shall also include Customer's faculty members and staff. Students registered with Customer to take classes on campus or via the internet shall hereinafter be referred to as "Students". Customer may distribute personal computer Software to its employees and Students using Customer's internal distribution process. Customer may recoup administrative costs for such Software, provided such costs do not exceed the actual costs associated with administering such distribution process as evidenced by Customer's records.
- (c) The Software is licensed for Teaching and Research ("T&R") and/or Administrative ("Admin") purposes only, as indicated on the first page of the Supplement. Software license fees are calculated on, and usage rights are limited to, such purposes as defined in this Section. Subject to the terms of the Agreement, the following restrictions shall apply to each such purpose:
  - (i) "T&R" purposes shall be limited to classroom instruction and coursework directly related to Customer's post-secondary degree requirements, including the formulation of theses and dissertations, and Customer's noncommercial research activities. Software licensed for T&R purposes may be used by Customer's employees and Students and only in their capacity as a DGI employee or Student.
  - (ii) "Admin" purposes shall be limited to activities associated with Customer's operations as an academic institution. Software licensed for Admin purposes may only be used by Customer's employees.
  - (iii) "Institution-Wide" license shall be subject to the applicable pricing metric(s) listed on Page 1 of this Supplement, for T&R and/or Admin purposes for Customer's Users.

Without limiting the foregoing, the Software shall not be used for any commercial purpose (except to the extent that Customer's internal Admin purposes as described above maybe considered a commercial purpose). A commercial purpose includes, but is not limited to, a project which is majority funded by any corporation, a project which has a primary

Customer's use of the Software from time to time to ensure the Software is not being used for commercial purposes. Customer agrees to provide reasonable co-operation in relation to such reviews. If Customer notifies SAS that it is using the Software for commercial purposes or if SAS, acting reasonably, determines that the Software is being used for commercial purposes, SAS may increase the license fees for the Software to SAS' prevailing commercial levels for the remainder of the then current license period, and for any subsequent renewal periods, by signing appropriate paperwork with Customer which shall supersede this Supplement. If Customer is not willing to pay the increased license fees then, without limiting any remedy which may be available to SAS, Customer will promptly stop using the Software for commercial purposes.

- (d) Education Analytic Suite ("EAS") Software includes the following products, if available in production versions under Customer's operating system(s): Base SAS, Enterprise Guide, SAS/ASSIST, SAS Bridge for ESRI, SAS/EIS, SAS/OR, SAS/QC, SAS/AF, SAS/LAB, SAS/CONNECT, SAS/ETS, SAS/FSP, SAS/GRAPH, SAS/IML, SAS/INSIGHT, SAS/SECURE, SAS/SHARE, SAS/STAT, SAS Integration Technologies, and all SAS/ACCESS products (except SAS/ACCESS Interface to BAAN, SAS/ACCESS Interface to R/3, SAS/ACCESS Interface to PeopleSoft®, SAS/ACCESS Interface to SAP BW and SAS/ACCESS Interface to Microsoft® SQL Server, each of which must be licensed individually). SAS may from time to time change the EAS product mix. If SAS adds a product after the EAS Software is delivered to Customer, SAS is not obligated to notify Customer of such addition and may not provide the additional product unless requested by Customer. All such additional products shall be governed by the terms of the MLA and any additional terms applicable to such additional products provided to Customer by SAS. If SAS removes any product licensed by Customer as part of the EAS, Customer will receive written notice at least thirty (30) days prior to the anniversary date. At renewal, the Product Authorization Code for the removed product will not be provided unless such product is licensed separately.
- (e) Some Software consists of subcomponents which may be used only in connection with a single Software configuration. When the Software requires installation of subcomponents on more than one hardware tier, the server-tier subcomponents may be installed only on the Authorized Hardware listed on page 1 of this Supplement. If authorized by SAS, however, some server-tier subcomponents also may be installed on separate hardware. Where the license fee is based on hardware capacity, then the separate hardware must have the same or lower classification as the Authorized Hardware. Software or subcomponents licensed to SAS by third parties may only be installed once.
- (f) When licensed alone or as a subcomponent, SAS AppDev Studio software may be used for development purposes only.

**3. Product Authorization Code.** Customer may allow Users to access only Software licensed to Customer for which Customer receives a Product Authorization Code. Customer shall not allow Users to install or attempt to use other products contained on media received from SAS. The "Product Authorization Code" is a component of the Software that enables the Software to operate for the applicable license period. At each new license period, or if required as a result of changes in Authorized Hardware or Software, Customer must apply a new Product Authorization Code to keep the Software operating. SAS is not required to provide the Product Authorization Code if Customer is in breach of the Agreement or if all undisputed amounts due under the Agreement are not paid. SAS is not liable for damages caused by the resulting Software interruption. Customer may allow only Users to access the Product Authorization Code. Customer acknowledges and agrees that the Product Authorization Code is SAS' confidential and proprietary information.

**4. Source Code; Copying.** 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 authorized. Neither Customer nor any other User shall 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. Customer may copy the Software for (a) disaster recovery and backup purposes, and (b) installation of personal computer Software authorized hereunder. Copyright and other proprietary rights notices in the Software shall not be deleted or modified.

**5. Payment.**

**5.1 License Fee Calculations; Upgrades.** Customer agrees to (a) keep records of where the Software is being used and the extent of usage according to the applicable pricing metric, and (b) provide a copy of such records to SAS upon reasonable request. Customer may call or write SAS to change operating systems, Authorized Hardware or any factor affecting the applicable pricing metric. These changes may result in additional license fees which are effective and will be invoiced as of the time of the change.

**5.2 Third Party Payments.** Customer may, by written notice to SAS, designate a third party to pay license fees on Customer's behalf. Customer shall be responsible for any related charges assessed by such third party. When a third party is designated by Customer to pay fees under the Agreement, SAS will send its standard notices regarding fees only to such third party, and all payments due under the Agreement will remain Customer's ultimate responsibility.

**6. Third Party Disclaimers.** Sun Microsystems, Inc., Microsoft Corporation, and certain other vendors (collectively, "SAS' Licensors") license components to SAS which are contained in certain Software. SAS' Licensors require the following additional terms be included herein:

**6.1 SAS' LICENSORS DISCLAIM ALL 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' LICENSORS PROVIDE THEIR SOFTWARE "AS IS."**

**6.2 SAS' LICENSORS ARE NOT LIABLE FOR 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.**

**6.3 NOTHING IN THIS SECTION NEGATES SAS' EXPRESS WARRANTIES OR LIABILITIES UNDER THE AGREEMENT.**

**7. Additional Warranty Disclaimer.** The following warranty disclaimer shall be in addition to those set forth in the MLA: **SAS AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY.**

**8. Export and Import Restrictions.** SAS hereby notifies Customer that United States export laws and regulations apply to the Software. Both parties agree to comply with these and other applicable export and import laws and regulations. The parties expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods.

**9. Audit.** Upon fifteen (15) business days' notice to Customer, SAS will have the right to conduct an on-site audit during Customer's normal business hours to verify compliance with the terms and conditions of the Agreement. Customer shall cooperate with SAS by: (a) making applicable records available; (b) providing copies of the records requested; and (c) directing all agents to cooperate. If the audit reveals that Customer owes additional license fees, Customer shall pay the amounts owed and SAS' reasonable expenses in conducting the audit.

**10. Complete Agreement; Modifications.** This Supplement constitutes a separate agreement between Customer and SAS incorporating the terms of the MLA. The Agreement and invoices arising under it are the parties' complete and exclusive statement relating to their subject matter. Modifications must be in writing, signed by both parties, and specifically reference the Agreement. Obligations in the Agreement that by their nature are continuing survive termination or expiration of the Agreement. Customer agrees to inform all parties authorized to use the Software of the relevant terms of the Agreement and any related user documentation, and be responsible for their adherence to such terms. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected. With respect to the Software, this Supplement adds to the Agreement, and supersedes and replaces any conflicting or inconsistent terms in the MLA.

**11. English Language.** The parties acknowledge that they have requested that this Supplement and all notices and documents relating hereto be drawn up in the English language. Les parties reconnaissent qu'elles ont requis que la présente convention et tous avis ou documents qui y sont afférents soient rédigés en langue anglaise.

The individuals signing below represent they have authority to bind the named parties to this Supplement.