

SAS Pass-Through Terms

By purchasing SAS Institute, Inc. or its applicable affiliate (“**SAS**”) products (“**Products**”) in the United States or Canada from Ready, Willing, & Abel, LLC (“**RWA**”), Buyer agrees to these SAS Pass-Through Terms. Except as modified herein, Buyer’s purchase of SAS product is governed by RWA’s Terms of Sale, available at <https://www.readywillingnabel.com/sassoftwareresellertermsconditions> (“**Terms of Sale**”). If there is a conflict between these SAS Pass-Through Terms, these SAS Pass-Through Terms shall control.

1. Pass-Through Order Form:

- a. SAS will execute an order form (“**Pass-Through Order Form**”) directly with Buyer’s customer (“**End User**”). The Pass-Through Order Form will not include any End User fees for the Products but will instead indicate that End User fees will be as agreed upon between the End User and Buyer.
- b. SAS reserves the right to decide, at its sole discretion and without liability Buyer not to (i) negotiate the terms of a Pass-Through Order Form with an End User; (ii) pursue an opportunity with an End User; or (iii) enter into a Pass-Through Order Form and/or once executed, to use its rights and fulfill its obligations per the Pass-Through Order Form without any limitation, including but not limited to termination, suspension or non-renewal of a Pass-Through Order Form.
- c. Without limitation to Section 3 below, Buyer does not have any rights or obligations in relation to the Products or the Pass-Through Order Form except those explicitly provided herein in relation to invoicing and payment.
- d. SAS is solely responsible for End User claims related to the Products. Any warranties, warranty disclaimers, liabilities, indemnifications accepted by SAS solely toward the End User in relation to the Products are exclusively subject to the relevant terms of the Pass-Through Order Form between SAS and the End User.
- e. If the End User brings a claim to Buyer in relation to the Products, Buyer will refer the End User to SAS based on the terms of the Pass-Through Order Form.

2. End User Payment Commitment: Buyer will create a binding commitment with the End User that refers to the applicable Pass-Through Order Form and requires the End User to pay the fees invoiced by Buyer as independently agreed between Buyer and the End User.

3. Refund Obligations: If refund of the fees is provided as an obligation or an option per the Pass-Through Order Form, the following terms will apply to such refund:

- a. Any refund obligation per a Pass-Through Order Form will be subject to the provisions in the Pass-Through Order Form. SAS disclaims all refund options or obligations that do not comply with the refund obligations or options accepted by SAS in the Pass-Through Order Form.
- b. Buyer may not claim any type of refund except if the End User submits a written request for a refund or if SAS decides to exercise an optional refund per the Pass-Through Order Form. SAS has no obligation to refund unless SAS determines that the conditions for a refund are met based on the applicable Pass-Through Order Form and the amount to refund. Buyer will comply with SAS’ decision about refunds to the End User.
- c. If SAS decides that the conditions for a refund are met and upon receipt of a refund from SAS, RWA will refund the fees Buyer paid to RWA in relation to the relevant Order and Buyer will refund the fees End User paid to Buyer based on the same calculation and refund principles RWA applied when refunding the fees to the Buyer. For example, if RWA provides a pro-rata refund of prepaid fees for the remaining days of the prepaid term, both Buyer will refund based on the same principles.
- d. If Buyer breaches these obligations, SAS may decide, at its sole discretion, to refund the End User directly without prejudice to any remedies and claims available to SAS.
- e. Payment of any service credits due per the Pass-Through Order Form will be subject to the same process as described above for the refund obligations or options.

4. Ethical Business Practices:

- a. Buyer will: (i) maintain and comply with a Code of Conduct (“**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 RWA with the then-current version of the Code of Conduct upon SAS’ reasonable request; (ii) conduct business in compliance with all applicable laws and in a manner that reflects SAS and its Products favorably; (iii) not engage in deceptive, misleading or unethical practices; (iv) make no false or misleading representations with regard to SAS, its affiliates, or Products; and (iv) make no warranties or representations about the Products.
- b. Buyer 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.
- c. Buyer 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.
- d. Buyer represents and warrants that:
 - i. None of Buyer’s owners (direct or indirect), officers or directors, nor any individual acting on Buyer’s behalf in connection with these SAS Pass-Through Terms 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. Buyer must notify RWA and SAS promptly if this changes or is likely to change; and
 - ii. Buyer 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 Buyer is not directly or indirectly owned or controlled by any person or entity that is currently the subject of such an investigation.
- e. Without limiting the generality of the foregoing obligations, Buyer agrees as follows:
 - i. Buyer at all times will have and enforce adequate policies, procedures and controls in place to ensure activities under these SAS Pass-Through Terms are in compliance with these ethical business practices provisions, including at a minimum, policies and procedures relating

to: (1) anti-bribery and conflicts of interest; (2) accounting of financial transactions; (3) training of personnel; and (4) due diligence of third parties;

- ii. Buyer shall participate in anti-bribery or other relevant compliance training if so requested by SAS;
- iii. Buyer will promptly report to RWA and SAS any request or demand of any undue or suspicious payment or other advantage of any kind received by Buyer in connection with the performance of these SAS Pass-Through Terms;
- iv. Buyer will provide when requested by SAS or RWA, in its sole discretion, from time to time a certification relating to Buyer's compliance with these ethical business practices in a form agreeable to both parties, signed by a legal representative of Buyer;
- v. Buyer 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, Buyer shall notify RWA of the existence and nature of such Conflict within 3 days of discovery of the Conflict;
- vi. Buyer will at all times take reasonable measures to prevent any entity or individual that Buyer engages to perform under these SAS Pass-Through Terms from breaching the provisions embodied in these Ethical Business Practices section. At its sole discretion, RWA may suspend an Order and/or accompanying payment to Buyer immediately if SAS or RWA has reason to believe that Buyer may cause, or have caused, a violation of these Ethical Business Practices;
- vii. Buyer agrees that SAS or RWA may disclose information relating to probable violation of these Ethical Business Practices, including the existence and terms of these SAS Pass-Through Terms, to any relevant government agencies and to any other person or entity that the SAS/RWA determines has a legitimate need to know, subject to any applicable legal privilege, data protection or data privacy law or express legal restriction; and
- viii. At its sole discretion, RWA may suspend an Order and/or any accompanying payment to Buyer immediately if SAS or RWA has reason to believe that Buyer or any transaction involving Buyer may cause, or have caused, a violation of any law related to these Ethical Business Practices.

2. Antitrust

SAS and RWA 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 these SAS Pass-Through Terms and may violate applicable antitrust laws. Buyer certifies that neither Buyer 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 these SAS Pass-Through Terms.

3. Export and Import Restrictions; Trade Law

- a. United States export laws and regulations apply to the Products 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).
- b. Buyer 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. RWA 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 RWA's compliance therewith. Export classification information for SAS software is available at <http://support.sas.com/adminservices/export.html>.
- c. Buyer represents and warrants that:
 - i. Buyer 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. Buyer is not prohibited by Trade Law from accessing Controlled Material without applicable government approval;
 - iii. Buyer 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. Buyer is not currently the subject of an investigation by OFAC, BIS or any other governmental entity relating to Trade Law, and Buyer is not directly or indirectly owned or controlled by any person or entity that is currently the subject of such an investigation.
- d. Without limiting the generality of Buyer's foregoing obligations, Buyer agrees as follows:
 - i. Buyer 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. Buyer 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. Buyer will not allow Controlled Material to be used for any Prohibited End-Use;
 - iv. Buyer will not broker, finance, or otherwise facilitate any transaction in violation of Trade Law;
 - v. Buyer is, and will remain, knowledgeable about Trade Law;
 - vi. Buyer 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 these SAS Pass-Through Terms. Without limiting the generality of the foregoing: Buyer 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. Buyer has adequate policies, procedures and controls in place to ensure activities under these SAS Pass-Through Terms are, and remain, in compliance with this Section and Trade Law;
 - viii. Buyer will advertise and market Controlled Material only in compliance with Trade Law;
 - ix. Buyer 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. Buyer will take all necessary actions and precautions to ensure their customers, and any other party to whom Buyer provides Controlled Material, do not contravene Trade Law;
 - xi. Buyer will promptly notify SAS and RWA in writing if it becomes a Restricted Party or if any of the foregoing representations and warranties become incorrect or untrue;
 - xii. Buyer will provide when requested by SAS or RWA, in its sole discretion, from time to time a certification relating to Buyer's compliance with Trade Law or prohibit Buyer from doing business with certain customers in order to ensure compliance with Trade Law; and
 - xiii. To the extent required for export control audits, Buyer will promptly provide SAS and RWA, upon request, with all information regarding users, ultimate destination, and intended use of the Products, and any export control restrictions relating thereto.
- e. At its sole discretion, RWA may suspend any Order and/or any accompanying payment to Buyer immediately if SAS or RWA has reason to believe that Buyer may cause, or have caused, a violation of Trade Law.
- f. For purposes of this Exhibit 2, "**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: (1) the List of Specially Designated Nationals and Blocked Persons, (2) the Non-SDN Menu-Based Sanctions List, (3) the Non-SDN Chinese Military-Industrial Complex Companies List, or (4) or any other list of restricted parties maintained by OFAC, other than the Sectoral Sanctions Identification List (For RWA's convenience only, such lists may be searched at <https://www.trade.gov/data-visualization/csl-search>); (5) the Entity List, Denied Persons List, Unverified List or other such list of restricted parties maintained by BIS, (For RWA's convenience only, such lists may be reviewed at <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>); (6) the Countering America's Adversaries Through Sanctions Section 231(d) List (For RWA's convenience only, such list may be searched at: <https://www.state.gov/t/isn/caatsa/275116.htm>); and (7) 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 RWA'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.