

## Terms and Conditions Applicable to Certain Third-Party Products

### Microsoft Corporation Software Products

The following terms apply, in addition to the terms and conditions of the Agreement, in the event Customer uses software owned by Microsoft Corporation (the “Microsoft Product,” singularly, or the “Microsoft Products,” collectively) as provided by SAS in conjunction with the System. In the event of a conflict between the following terms and the terms and conditions of the Agreement, the following terms will control:

- Customer may not remove, modify or obscure any Microsoft copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Products. Customer may not use any Microsoft logos in any manner whatsoever;
- Customer may not reverse engineer, decompile or disassemble the Microsoft Products except to the extent that such activity is expressly permitted by applicable law;
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect or consequential, arising from the Microsoft Products;
- SAS or a third party on SAS’ behalf (and not Microsoft or its suppliers) will provide technical support for the Microsoft Products;
- SAS is required to submit periodic reports to Microsoft containing information about end users of the Microsoft Products. Customer understands and agrees that these reports may include Customer’s name, location and basic information about Customer’s usage of the Microsoft Products within the System. This disclosure is an exception to any confidentiality obligation SAS may have to Customer under any related agreement;
- Microsoft will be deemed a third-party beneficiary to the Agreement with the right to enforce the terms of this Agreement and to verify Customer’s compliance with the terms of the Agreement with respect to the Microsoft Products;
- **No High-Risk Use.** The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Customer may not use the Microsoft Products in any application or situation where the Microsoft Products’ failure could lead to death or serious bodily injury of any person or to severe physical or environmental damage (“High Risk Use”). Examples of High-Risk Use include but are not limited to: aircraft or other modes of human mass transportation; nuclear or chemical facilities; life support systems; implantable medical equipment; motor vehicles; or weaponry systems. High Risk Use does not include utilization of Microsoft Products for administrative purposes, to store configuration data, as engineering and/or configuration tools, or for other non-control applications the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control but must not be directly or indirectly responsible for the control function. Customer agrees to indemnify and hold harmless SAS from any third-party claim arising out of Customer’s use of the Microsoft Products in connection with any High-Risk Use; and
- Microsoft may remove or discontinue any Microsoft Product at any time. In such event, SAS will no longer offer such Microsoft Product for Customer’s use.

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