Master License Agreement Number _____

Master License Agreement

SAS Institute Inc. ("**SAS**") World Headquarters SAS Campus Drive • Cary, North Carolina 27513 Tel: (919) 677 8000 • Fax: (919) 677 4444 http://www.sas.com	Customer Name: **Riverside Public Utilities** ("**Customer**") Street Address: **3901 Orange Street** City, County, State, Country, Zip Code: **Riverside, (Riverside), CA, USA 92501** Taxpayer ID Number:

1. Agreement Structure.

1.1 MLA; Supplements; Conflicts. SAS and Customer enter into this Master License Agreement ("**MLA**") in North Carolina as of the last date of signing. Customer and its Related Entities, as defined below, may license SAS® software ("**Software**") or may acquire services ("**Services**") from SAS by executing supplements to this MLA ("**Supplements**"). Each Supplement will identify the entity that will be deemed "Customer" for the purposes of that Supplement. This MLA and each such Supplement (collectively, "**Agreement**") govern Customer's license of Software listed on the applicable Supplement and related on-line documentation made available by SAS with each license of the Software ("**Documentation**") or Customer's acquisition of Services listed on the applicable Supplement. In the event of a conflict between this MLA and a Supplement, the applicable Supplement shall prevail with respect to the Software licensed or Services acquired thereunder.

1.2 Related Entities. A Related Entity may license Software or acquire Services by signing a Supplement referencing this MLA and paying the applicable Software license fees or Services fees. In such event, the Related Entity shall be the "Customer" and shall be deemed to have adopted all the terms and conditions of this MLA for purposes of that Supplement. One Customer may not access a different Customer's licensed Software even though the Supplements reference this same MLA. A "**Related Entity**" is a separate legal entity located in the same country as Customer that is controlled by, is under common control with, or controls Customer. The term **"control"** means (a) for commercial entities, ownership of more than fifty percent (50%) of the voting stock or assets of an entity or (b) for non-profit or governmental entities, statutory or other documented legal authority over the general budget and contracting rights of an entity.

☐.3 Software. The specific Software offerings licensed to Customer are listed on the Supplement. Some Software offerings include multiple subcomponents. Only those subcomponents which require a choice by Customer (for example, a choice of database access engines) or which are governed by a different pricing metric than the overall Software offering are listed on the Supplement. Unless otherwise specified in the Supplement, Customer may use subcomponents only as part of the specific Software offering listed on the Supplement, and not individually. For example, if a Software offering includes Base SAS, Customer may not separately use Base SAS for any purpose other than as part of the Software offering with which it is licensed and packaged.

2. Standard Usage Rights. Unless the parties have agreed upon nonstandard or additional usage rights in a Supplement, Customer may use the Software only in accordance with the following standard usage rights.

2.1 License Grant. SAS grants Customer a nonexclusive, nontransferable, nonassignable license to install and use the Software and Documentation in one (1) Territory, as defined in the Territory subsection of this MLA, and for the benefit of one (1) Customer entity's operations in the Territory. Except to the extent allowed by law, Customer may not use the Software or Documentation (a) to create a commercial offering or product directly or indirectly competing with an offering or product from SAS, or (b) for the benefit of any person or entity where such use may result in the creation of a commercial offering or product directly or indirectly competitive with an offering or product from SAS. Customer may install the Software only within the Authorized Hardware configuration described in the applicable Supplement. Software usage shall be limited to the license scope restrictions described in this MLA and additional license scope restrictions, if any, described in the applicable Supplement. Customer may use the Documentation solely in support of its authorized and licensed usage of the Software. The license is an annual license 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.

2.2 Processing Data Through the Software. Customer may process only the following types of data through the Software: (a) Customer's data derived from Customer's operations in the Territory, excluding aggregated data from other sources, including, but not limited to, data owned or licensed by Related Entities except and only to the extent such aggregated data is used solely in support of Customer's operations in the Territory; (b) data purchased, licensed or leased from a third party by Customer; and (c) publicly available data (for example, national census data) (collectively, **"Permitted Data"**). Customer may not process any data, including Permitted Data, through the Software in a data service provider, application service provider, solution service provider or marketing service provider arrangement, nor in any similar arrangement for which Customer provides results derived from use of the Software to third parties or Related Entities nor may Customer use such results for the benefit of third parties or Related Entities.

2.3 Users. Only Customer's employees and contractors who are located in the Territory and who are performing work solely for the benefit of Customer's operations in the Territory (collectively, "**Users**") may access and use the Software and Documentation. However, Customer may permit employees and contractors located outside the Territory to access the Software and Documentation solely to perform activities related to the technical support and maintenance of the Software and the Authorized Hardware provided Customer allows such access only through a secure remote connection to Customer's Authorized Hardware, as defined in the Authorized Hardware subsection of this MLA. Upon reasonable request, Customer will identify any such contractors to SAS by name and address.

2.4 Territory. Each Supplement shall identify the geographical territory in which the Software may be installed and used and from which it may be accessed ("**Territory**"). Standard license rights allow Customer to install, use and access the Software within and from a single Territory. However, as an accommodation to Customer, SAS authorizes Customer to permit Users to travel outside the Territory with Software licensed

for use on personal computer Authorized Hardware for up to a total of three (3) months during each annual license period.

2.5 Authorized Hardware; Multi-Tier Configurations; Installations; Operating Systems.

2.5.1 Authorized Hardware. "**Authorized Hardware**" is the computer hardware on which Customer is authorized to install and use the Software, as described in the applicable Supplement. Except as otherwise provided in the Territory subsection of this MLA, all Authorized Hardware must be located in the Territory. If the Authorized Hardware is personal computer hardware, the Authorized Hardware must be owned or leased by Customer or Customer's employees. The term "**personal computer**" includes desktop computers, laptop computers, tablet computers, handheld computers, mobile devices and any other computing device running a personal computer or mobile operating system. All other Authorized Hardware must be owned or leased by Customer and located on Customer's premises. Some Software is not available for use on all types of Authorized Hardware. Customer must notify SAS of changes to any Authorized Hardware listed on a Supplement. Customer may not share its usage of the Software by allowing other parties to time-share Customer's Authorized Hardware.

2.5.2 Installations. Unless otherwise set forth in a Supplement, each Software license entitles Customer to a single configured installation of the Software. For any Software offering designed for operation across multiple hardware tiers as described in its Documentation, the term "**single configured installation**" includes installation of subcomponents of the Software on multiple hardware tiers which operate together as a single configuration. For all other Software, "**single configured installation**" includes installation of the Software on a single item of Authorized Hardware or on the number of items of Authorized Hardware specified on the applicable Supplement.

2.5.3 Back-up Installations. In addition to the installations authorized in the applicable Supplement, Customer may install the Software on back-up hardware that is inactive or dormant ("**Back-up Hardware**"). If Customer wishes to implement a back-up system with Software that is operable or active, additional fees may apply. In the event the Software installed on the Authorized Hardware fails to operate due to unforeseen natural or human-induced events, Customer may activate the Back-up Hardware until the failure can be rectified. Customer must contact SAS prior to activating the Back-up Hardware to request a Product Authorization Code that will enable the Software to operate on the Back-up Hardware.

2.5.4 Operating Systems. Customer may use the Software only with the operating system listed on the applicable Supplement. Not all Software operates on all operating systems.

2.6 Report Access. SAS recognizes that Customer may create reports using the Software that Customer makes available to parties other than Users who may or may not be located in the Territory ("**Report Access**"). Such Report Access shall not be deemed to be outside the license rights granted under this MLA as long as: (a) the reports are static (that is, a party other than Users cannot manipulate the results or customize the reports) and (b) the reports have been created using Permitted Data.

3. Fees. License fees for each Software product are based on the applicable pricing metric and the usage rights and limits set forth in the Agreement. First year fees, pricing metrics and any non-standard usage rights are listed on the Supplement. Renewal fees are listed on invoices and may vary each year, provided that renewal fees may be listed on a Supplement if the parties have entered into a non-standard multi-year license. Prior to any license renewal period, SAS may propose pricing metric changes.

4. Product Authorization Code. The "**Product Authorization Code**" is a component of the Software that enables the Software to operate for the applicable annual license period. 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 SAS software contained on media received from SAS. 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 has not paid any undisputed amounts due under the Agreement. 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.

5. Copying. Customer may copy the Software only for (a) disaster recovery and back-up purposes as permitted pursuant to the Back-up Installations subsection of this MLA, and (b) installation of personal computer Software authorized under the Agreement. All copies remain the property of SAS. Customer may deliver a copy of the Software to a disaster recovery contractor to perform temporary disaster recovery work for Customer. Customer shall give SAS the name and address of the disaster recovery contractor before delivery. The identical copyright notices and any other proprietary rights notices found on the original Software media must be reproduced on all copies of the Software.

6. Title; Source Code. Title to the Software and its Documentation remains with SAS and its licensors at all times. Copyright notices and other proprietary rights notices in the Software or Documentation shall not be deleted or modified. The Agreement does not transfer any ownership rights. 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.

7. Technical Support. During the term of the Software license, SAS will use reasonable efforts, either by telephone or electronically, to help Customer solve specific problems with installation or use of the Software within the Territory as documented at the support link at support.sas.com, which may be updated from time to time. Customer may obtain additional support services from SAS by executing a Supplement for Services and paying applicable additional fees to SAS. It may not be possible for SAS to solve all problems or correct all errors in the Software. From time to time, SAS may make available, and Customer agrees to use reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, SAS may add, change or delete individual components or functionality in new releases. Such Software modifications shall be subject to the terms of the Agreement. If Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time. SAS' obligations in this section are subject to the following: Customer shall: (a) when requesting technical support, notify SAS of any modifications to the Software not made by SAS, or at the direction of SAS; and (b) establish technical contacts with knowledge about the Software and Customer's use of the Software who will be qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems with the Software. Failure to comply with these terms may result in longer response and resolution times.

8. Payment.

8.1 Invoices. SAS will invoice Customer (a) upon Customer's execution of a Supplement and prior to each subsequent license period for any Software license fees due and (b) as specified in the applicable Supplement for any Services fees due. Payment terms for all invoices are net thirty (30) days. License and Services fees do not include applicable taxes. SAS will use reasonable efforts to include all taxes applicable to Customer on

the relevant invoice and Customer agrees to pay such taxes to SAS; however, Customer is responsible for taxes on its licensing of the Software and acquisition of Services. Customer is not responsible for taxes based on SAS' income. Except as otherwise allowed in the Agreement, refunds are not available after the Product Authorization Code has been provided.

8.2 Customer Changes. Customer shall notify SAS by phone or in writing to change operating systems, Authorized Hardware or any factor affecting the applicable pricing metric or any applicable usage rights. These changes may result in additional license fees which are calculated as of the date of the change, invoiced upon receipt of notice from Customer and payable in accordance with the Invoices subsection of this MLA.

8.3 Third Party Payments. Customer may, by written notice to SAS, designate a third party to pay Software license fees or Services 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, but all payments due under the Agreement will remain Customer's ultimate responsibility.

9. Customer Obligations. Customer shall: (a) be responsible for verifying the accuracy of its data input and output while using the Software, (b) be responsible for ensuring that all data and software used with the Software is adequately duplicated, documented, and protected; (c) inform all parties authorized to use the Software of the relevant terms of the Agreement and be responsible for their adherence to such terms and (d) keep records of where the Software is installed and used and the extent of usage of the Software relative to the applicable pricing metrics and usage rights and provide a copy of such records to SAS upon request.

10. Limited Warranties and Representations.

10.1 Warranties by SAS; Remedies.

10.1.1 SAS warrants that it has the right to license the Software and Documentation to Customer. The exclusive remedy for breach of this warranty is set forth in the Indemnification section of this MLA.

10.1.2 SAS warrants that each commercially available release of the Software shall substantially conform to its Documentation including any updates thereto, and that the Software and the media on which it is installed shall be free of software viruses when received by Customer. As the exclusive remedy for breach of these warranties, SAS, at its option, shall: (a) repair the Software; (b) replace the Software; or (c) terminate the Software license and refund the fees paid for the Software at issue during the then-current annual license period.

10.2 Warranty Disclaimers by SAS. **SAS DISCLAIMS ALL OTHER 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAS DOES NOT WARRANT OR REPRESENT THAT CUSTOMER'S USE OF THE SOFTWARE WILL RESULT IN CUSTOMER'S COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY.**

11. Exclusions of Damages; Limitation of Liability.

11.1 Exclusions of Damages. **NEITHER CUSTOMER NOR SAS IS LIABLE FOR 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 IS NOT LIABLE FOR ANY CLAIM AGAINST CUSTOMER BY ANY PARTY RELATING TO USE OF THE SOFTWARE, EXCEPT AS SET FORTH IN THE INDEMNIFICATION SECTION OF THIS MLA. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID AND LICENSES GRANTED UNDER THE AGREEMENT.**

11.2 Limitation of Liability. **THE TOTAL AMOUNT CUSTOMER MAY RECOVER FOR ALL CLAIMS RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES PAID FOR THE SOFTWARE AT ISSUE DURING THE RELEVANT ANNUAL LICENSE PERIOD AND FOR THE SERVICES AT ISSUE.**

11.3 Applicability. This section does not apply to the indemnification obligations in the Indemnification section of this MLA or to either party's violation of the other's intellectual property rights. The limitations in this section shall apply even if any of the remedies provided in the Limited Warranties and Representations section of this MLA fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages, so certain provisions of this section may not apply to Customer; however, they apply to the greatest extent permitted by applicable law.

12. Third Party Licensor Disclaimers and Limitations of Liability. Certain third party vendors (collectively, **"Third Party Licensors"**) license components to SAS Institute Inc. which are contained in certain Software. Third Party Licensors require the additional terms in Sections 12.1 and 12.2 to be included herein:

12.1 **THIRD PARTY 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. THIRD PARTY LICENSORS PROVIDE THEIR SOFTWARE "AS IS."**

12.2 **THIRD PARTY LICENSORS ARE NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY PARTY EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

12.3 Except as set forth in Section 12.4 below, nothing in this Section nullifies SAS' express warranties or liabilities relating to the Software, including Software components licensed by SAS from Third Party Licensors under the Agreement.

12.4 The Software may be provided with certain free and open source software ("FOSS") identified in the Documentation and/or the applicable Supplement. Customer's right to use such FOSS shall be governed by the applicable FOSS license agreement instead of the terms of this MLA or the Supplement.

13. Indemnification. Provided Customer uses the Software consistent with the terms and conditions of the Agreement and complies with this section, SAS will defend and indemnify Customer, as described below, with respect to any claim made against Customer for: (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Software; or (b) bodily injury, death or damage to tangible property, excluding loss of or damage to software or data, arising solely from actions for which SAS is legally responsible. Customer agrees to promptly notify SAS in writing of any such claim, to allow SAS to control the litigation or settlement of any such claim and to cooperate with SAS in the investigation, defense and settlement thereof. SAS shall indemnify Customer by paying for the costs and attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or settlement approved by SAS. Customer may participate at Customer's own expense. If such claim in (a) above is made or, in SAS' opinion, is likely to be made, then SAS, at its option, may: (1) modify the Software; (2) obtain rights for Customer to continue using the Software; or (3) terminate the license for the Software at issue and refund the then-current annual license fee paid for such Software, but in no event shall termination relieve SAS from its

obligation to defend and indemnify Customer as set forth herein. Customer agrees to abide by SAS' decision and, if appropriate, install a different version of the Software or stop using the Software. This indemnification obligation does not apply to the extent: (i) a claim is based on Customer's combination of the Software with other software, or modification to the Software; or (ii) as of the date the claim arose, Customer had not installed the latest version of, or update to, the Software as instructed by SAS prior to such date.

14. Termination; Expiration. SAS or Customer may terminate the Software license for a breach of the Agreement if not cured within thirty (30) days of the breaching party's receipt of the non-breaching party's written notice. SAS may terminate the Agreement immediately for any violation by Customer of SAS' intellectual property rights. Obligations in the Agreement that by their nature are continuing will survive termination or expiration. Upon termination or non-renewal of each Software license hereunder, or when a User, Related Entity or disaster recovery contractor is no longer authorized to access the Software, Customer agrees to reclaim, delete, and destroy the Software at issue, along with any related Documentation.

15. Governing Law; Export and Import Restrictions. The laws of North Carolina, excluding choice of law provisions, govern the Agreement. SAS hereby notifies Customer that because the Software is of United States origin, 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.

16. General.

16.1 Severability. If a court of competent jurisdiction finds any part of the Agreement unenforceable, that part is excluded, but the remainder of the Agreement shall remain in full force and effect.

16.2 No Waiver. Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in this subsection waives any remedy SAS may have under the Agreement at law, in equity, or otherwise.

16.3 Non-assignment. Customer may not assign the Agreement or any of its rights or obligations hereunder whether voluntarily or involuntarily, and whether by means of merger, consolidation, sale of assets, dissolution, operation of law, or by any other manner, without SAS' written permission, which permission will not be unreasonably withheld. Any purported assignment or delegation in violation of this section is void and constitutes a material breach of the Agreement.

16.4 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.

16.5 Injunctive Relief. Breach of SAS' or its licensors' intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, SAS may protect those intellectual property rights through temporary restraining orders or injunctions, without the obligation of posting bond.

16.6 United States Government License Rights; Restricted Rights. This subsection applies if Customer is a United States government entity or if Customer is licensing Software or procuring Services on behalf of, or for the benefit of, a United States government entity. The Software and its Documentation are commercial computer software developed at private expense and are provided with RESTRICTED RIGHTS to the United States government. Use, duplication or disclosure of the Software and Documentation by the United States government is subject to the license terms of the Agreement pursuant to, as applicable, FAR 12.212, DFAR 227.7202-1(a), DFAR 227.7202-3(a) and DFAR 227.7202-4 and, to the extent required under United States federal law, the minimum restricted rights as set out in FAR 52.227-19 (DEC 2007). If FAR 52.227-19 is applicable, this provision serves as notice under clause (c) thereof and no other notice is required to be affixed to the Software or Documentation. The United States government's rights in Software and Documentation shall be only those set forth in the Agreement.

17. Complete Agreement; Modifications. 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. Additional or conflicting terms on current or future Customer or third party purchasing documents are expressly objected to and rejected.

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

Accepted by:

Customer: Riverside Public Utilities	**SAS Institute Inc.**
By _____	By _____
Authorized Signature	Authorized Signature
_____	Beth Dixon Manager Contracts Administration SAS Institute Inc.
Name (type or print)	
_____	_____
Title	Title
On _____	On 4-13-17
Date	Date

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APPROVED AS TO FORM:

BY: _____

ASSISTANT CITY ATTORNEY

Master License Agreement Number: _____

Supplement Number _____ ("Supplement")

to Master License Agreement ("MLA")

SAS Institute Inc. ("SAS")
World Headquarters
SAS Campus Drive - Cary, North Carolina 27513
Tel: (919) 677 8000 - Fax: (919) 677 4444
http://www.sas.com

Customer Name: **Riverside Public Utilities ("Customer")**	
Street Address: **3901 Orange Street**	
City, County, State, Zip Code: **Riverside, (Riverside), CA, 92501**	Country (the "**Territory**"): **United States**
Taxpayer ID Number:	Currency Type: **United States dollar**

SUPPLEMENT GRID

Software and Subcomponents[1]		Applicable Pricing Metric, Number of Authorized Units[2]	Operating System[3]	Authorized Hardware (CPU/Server Manufacturer, Model type/Serial No.)[3]	Initial Fees[4] (in above Currency Type)	License Beginning Date	Anniversary Date
						FOR SAS USE ONLY	
Software:	**SAS Office Analytics**	Technology Bundle Offering Total Revenue (up to $500 Billion)	WX6S – Microsoft Windows for x64 Server	S9107-8TC	$33,200*		
Software:	**SAS/ETS**	Total Revenue (up to $500 Billion)	WX6S – Microsoft Windows for x64 Server	S9107-8TC	$11,030*		
Software:	**SAS/ACCESS Interface to Oracle**	Total Revenue (up to $500 Billion)	WX6S – Microsoft Windows for x64 Server	S9107-8TC	$10,820*		
Software:	**SAS/ACCESS Interface to the PI System**	Total Revenue (up to $500 Billion)	WX6S – Microsoft Windows for x64 Server	S9107-8TC	$10,820*		
Software:	**Bundled Services**	Bundled Services Plus (up to 16 hours)	WX6S – Microsoft Windows for x64 Server		$11,950		

* **Offer and Acceptance**. Initial Fees listed above are for a fourteen (14) month license period provided SAS receives a signed Supplement from Customer by midnight ET on May 31, 2017. Subsequent license periods will be twelve (12) months.

1. When licensed alone or as a Software subcomponent, SAS AppDev Studio software may be used for development purposes only. Pricing metrics, operating systems and/or Authorized Hardware for subcomponents which differ from that of the Software with which they are associated are listed in the column that corresponds to the applicable subcomponent. Unless otherwise noted, subcomponents listed here are included in the Software license fee for the Software product with which they are licensed or provided.
2. The pricing metric is used to derive license fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described in the Pricing Metrics section of this Supplement. Certain pricing metrics contain additional terms that pertain to Customer's use of the Software.
3. Customer must provide Operating System and Authorized Hardware information to SAS prior to shipment of Software.
4. Unless otherwise described in this Supplement, these are the first year license fees for the Software.

1. **Document Structure**. This Supplement and the MLA (collectively, "**Agreement**"), govern Customer's license of the listed software ("**Software**") and any related Documentation provided by SAS. In the event of a conflict between the terms and conditions in this Supplement and those in the MLA, the terms and conditions in this Supplement shall prevail. Notwithstanding the foregoing or anything to the contrary contained in the Agreement, the Software may be provided with certain free and open source software ("FOSS") identified in the Documentation and/or in this Supplement and Customer's right to use such FOSS shall be governed by the applicable FOSS license agreement instead of the terms of the MLA or this Supplement.
2. **Defined Terms**. Any initially capitalized terms not defined herein shall be as defined in the MLA.
3. **Pricing Metrics and Additional Usage Parameters.** The pricing metrics and, if applicable, additional usage parameters described herein apply to the Software and any Software subcomponents listed on the Supplement Grid. In the event of a conflict between the terms and conditions of this section and any other terms and conditions of the Agreement, the terms and conditions of this section shall prevail.

   3.1. **Pricing Metrics.**

   3.1.1. **Total Revenue** - The Software license fee is based on the value of all revenue earned by Customer, as of the fiscal year end immediately preceding the License Beginning Date and each anniversary thereafter as reported on Customer's then current audited financial statements. If Total Revenue increases during the license period Customer shall notify SAS and additional fees may apply.

   3.1.2. **Bundled Services Plus** - SAS agrees to provide Customer (i) support with the initial installation and configuration of the Software licensed pursuant to this Supplement, including a written report summarizing the installation and configuration performed; and (ii) knowledge transfer sessions, consisting of no more than the number of hours specified in the Supplement grid above, limited to an overview of Software functionality, discussion of Customer's business goals and needs, and recorded WebEx sessions regarding the functionality of the Software (collectively "Services"). The Services may be provided either remotely or on-site at SAS' sole discretion. The Services will end when SAS notifies the Customer that the installation, configuration and knowledge transfer sessions are complete and SAS has provided the summary report to Customer. Other than the Software, no computer code will be delivered. Any travel and living expenses are additional and are not reflected in the Initial Fees. SAS may subcontract some or all of the Services.

   3.2. **Additional Usage Parameters.**

   3.2.1. **Technology Bundle Offering** - The Software is licensed as a Technology Bundle Offering. Accordingly, Customer may use the Software subcomponents alone or with the other subcomponents bundled with the Software. Unless otherwise provided in this Supplement, the Software license entitles Customer to implement a single configured installation of the Software. If the Software is designed for operation across multiple hardware tiers as described in its Documentation, the term "single configured installation" includes installation of subcomponents of the Software on multiple hardware tiers which operate together as a single configuration. All computer hardware within the multiple hardware tier environment is considered Authorized Hardware for the purposes of the Agreement. Authorized Hardware for the server-tier Software subcomponents is listed on the Supplement Grid. Otherwise, "single configured installation" includes installation of the Software on a single item of Authorized Hardware or on the number of items of Authorized Hardware authorized in this Supplement.
4. **Complete Agreement**. 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. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected.

The individuals signing below represent they have authority to bind the named parties to this Supplement. **UNLESS OTHERWISE AUTHORIZED UNDER THIS SUPPLEMENT, ONLY THE CUSTOMER ENTITY USING THE SOFTWARE MAY SIGN THIS SUPPLEMENT.** For example, unless specifically authorized hereunder, a parent company may not sign this Supplement on behalf of a Related Entity.

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Accepted by:

Customer: **Riverside Public Utilities**

By _____
Authorized Signature

_____
Name (type or print)

_____
Title

On _____
Date

SAS Institute Inc.

By _____
Authorized Signature

Name

Beth Dixon
Manager
Contracts Administration
SAS Institute Inc.

Title

On 4-13-17
Date

Dvw10NOV16 777958
Rev07FEB17
Rev27MAR17

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100.80.MDM021/12APR17

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
Chief Financial Officer/ City Treasurer

APPROVED AS TO FORM:

BY: _____
ASSISTANT CITY ATTORNEY