



# SAS Distributor Managed Tier Two Resellers

## Policies and Procedures

September 2024

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## PURPOSE

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This SAS Distributor Managed Tier Two Reseller Policies and Procedures document (“Policy”) provides detailed information related to the Distributor and Tier Two Reseller resale processes. This document is intended to be used alongside 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.

This Policy is subject to change per the terms of the relevant agreements.

For any questions regarding the information provided in this Policy, please contact your Channel Account Manager, or send questions to Global Channel Operations via email at [partners@sas.com](mailto:partners@sas.com)

## AUTHORIZED TERRITORY

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“Territory” refers to the geographical region where the End User of each Opportunity is located. The Territory applicable to the Tier Two Reseller is listed in the Partner Program Contract Set.

Territory coverage of Distributors are provided within [Distributor Country and Territory Coverage](#), which may be updated from time to time.

## NAMED ACCOUNTS

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In addition to the other limitations provided in the relevant agreements and subject to the conditions provided thereto, the Tier Two Reseller can resell to End Users except those listed at [SAS List of Sales Direct Accounts](#) that SAS exclusively assigned to itself or a third party. SAS may update this list at its sole discretion. Sales Direct Accounts may also be referred to as “Named Accounts” or “Enterprise Accounts.”

## ELIGIBLE OFFERINGS

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

Any offering not mentioned on the Eligible Offerings will be considered eligible for the relevant End User Transaction, if the applicable ORF is approved by SAS.

## OPPORTUNITY REGISTRATION AND APPROVAL PROCESS

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To be authorized to resell the Eligible Offerings in connection with a specific End User Transaction and to document

and identify Opportunities, a Tier Two Reseller must register the Opportunity using the Opportunity Registration Form (“ORF”) found on PartnerNet and have that registration approved by SAS via Partner Net. SAS will make reasonable efforts 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 ORF is rejected, SAS will provide the reason for the rejection and may suggest a course of action, if appropriate.

Multiple Tier Two Resellers may submit an ORF for the same Opportunity. SAS will issue a Quotation to the Distributor for each of these Opportunities. However, if the End User is located in the USA, Canada, and Latin America and the ORF pertains to a non-government End User, SAS will only approve the first ORF received. Distributor will be provided a Quotation only for the Tier Two Reseller which submitted the first ORF for the Opportunity.

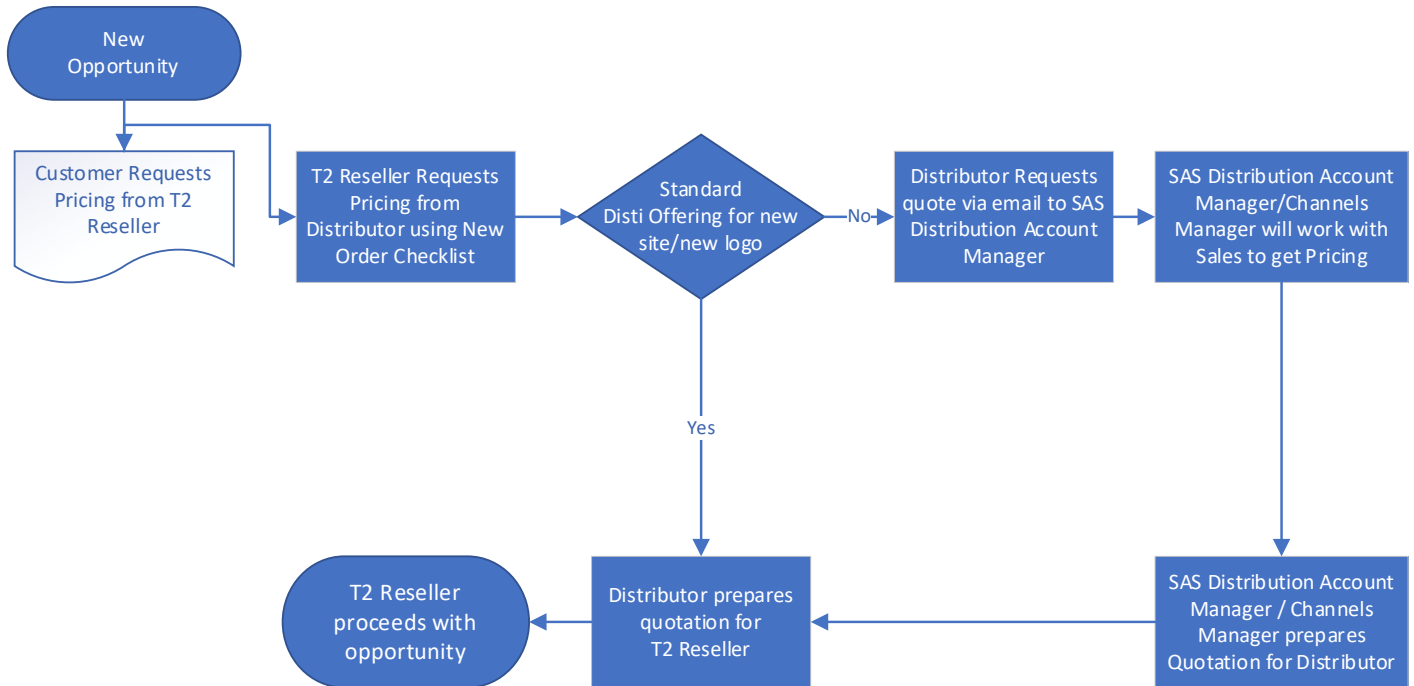
An approved ORF is valid for 12 months from the date of approval unless otherwise stated by SAS in writing. Should the Opportunity not close during this period, the Tier Two Reseller is responsible for submitting another ORF to request an extension. Any extension is at the sole discretion of SAS.

SAS Quotes may provide a different validity term than the ORF which may require renewal of the Quote or Offer during the validity period of an ORF. All SAS Quotes are valid for 90 days. Distributor may request an updated Quote if the Opportunity is not closed within the validity period of the previous Quote.

SAS may, at its discretion, remove a Tier Two Reseller or Distributor from a previously approved Opportunity if the ownership of the Tier Two Reseller or Distributor changes or if the relevant contracts authorizing Opportunity registrations as a Distributor or Tier Two Reseller are terminated. Distributor, Tier Two Reseller and SAS will cooperate to ensure a smooth transition of the Opportunity to other Distributors or Tier Two Resellers as applicable.

## REQUESTING A SAS QUOTE

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If the Quote request is not a SKU'd offering or not for a New site or New logo, Quote requests will be done by the Distributor and submitted to SAS. SAS Distribution Account Managers will engage with the appropriate SAS teams to secure pricing. An approved Opportunity Registration Form must be in place before any Quote request is made to SAS.

All quotes are valid for a maximum of ninety (90) days from the date of issuance. Distributors and Tier Two Resellers should account for this validity period in their own quotes and proposals.

To obtain a Quote, the Tier Two Reseller will ensure that the opportunity is BANT qualified and will submit the New Order Checklist to the Distributor. The Distributor will provide the New Order Checklist to Tier Two Reseller. Some of the required information is below.

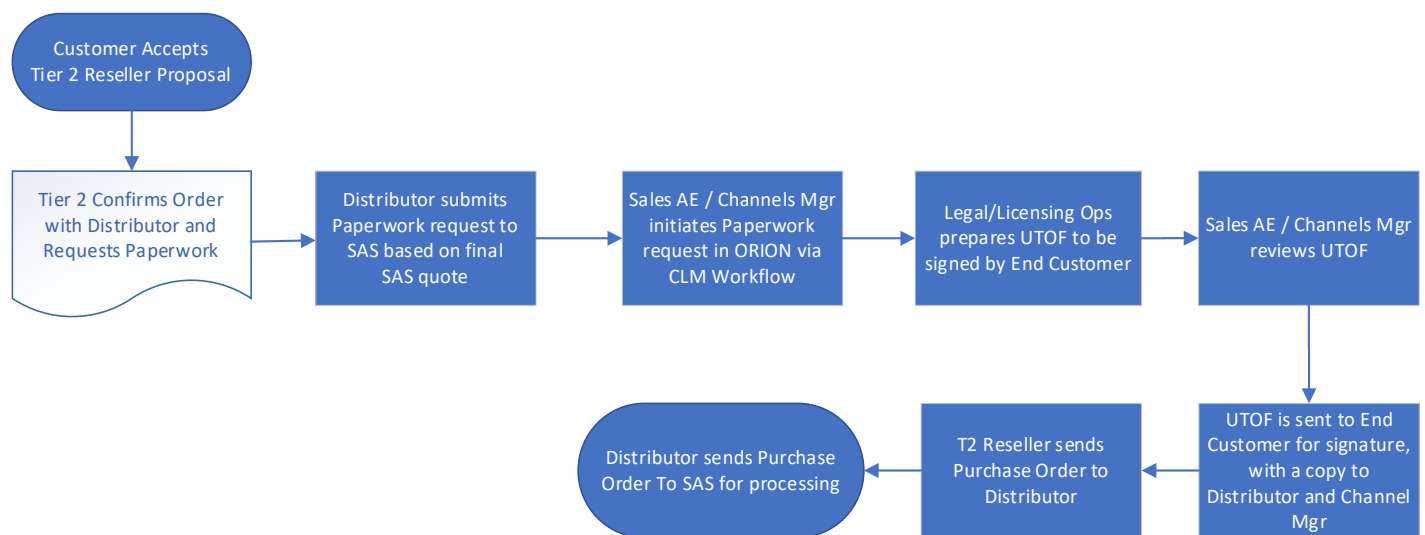
- What is the expected Contractual Model; Sublicense or Pass Through Model
- Is this a new or existing SAS Customer Account?

- Is this a 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)?

From time to time, SAS may update the required information list.

SAS only quotes and invoices the Distributor. Distributor and Tier Two Reseller, as well as the Tier Two Reseller and End User, will independently and freely determine the applicable fees between themselves.

## CONTRACTING PROCESS – PASS THROUGH MODEL



“Pass-Through Model” is an Authorized Contractual Model for Distributors and Tier Two Resellers under which SAS authorizes the Distributor to grant to Tier Two Reseller the right to quote and invoice the Offerings to the End User by reference to Pass-Through Order Form SAS enters into with the End User directly.

The Pass-Through Model will be the default for all Eligible Offerings, but the Sublicense Model remains available on an as-needed basis for Software Offerings, if the Pass-Through Model is not applicable in a specific Territory or, if SAS approves an exception.

When an End User signs the Pass-Through Order Form, the Tier Two Reseller sends a Purchase Order to the Distributor, who in turn sends a Purchase Order to SAS for processing.

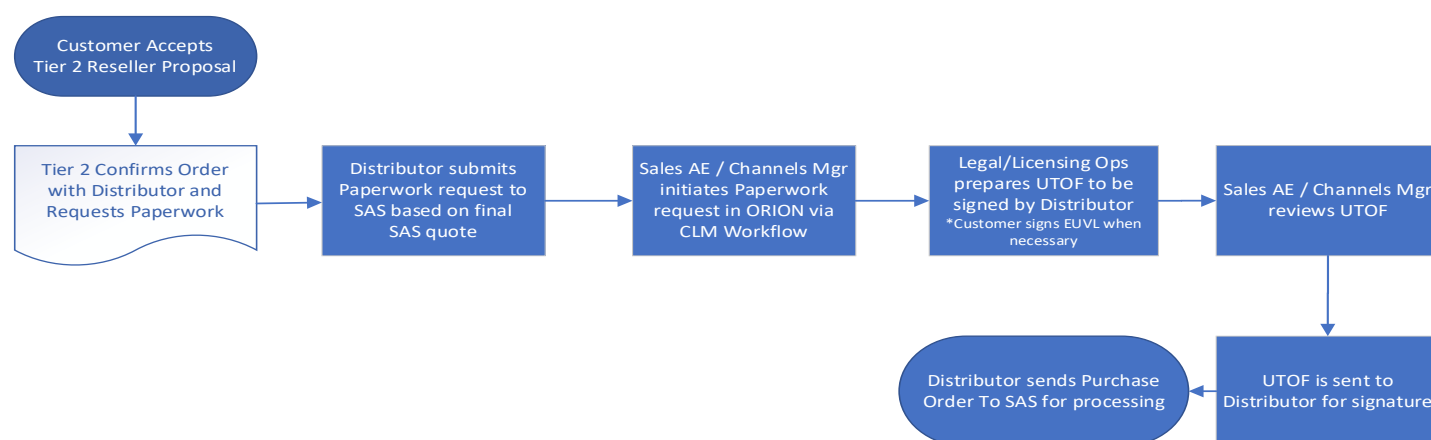
## CONTRACTING PROCESS – SUBLICENSE MODEL

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“Sublicense Model” is an Authorized Contractual Model for Distributors and Tier Two Resellers under which SAS authorizes the Distributor to grant Tier Two Reseller the right to sublicense and invoice the Offerings to the End User.

In the context of an End User Transaction, SAS enters into a Sublicense Order Form with the Distributor, who in turn establishes a contract with the Tier Two Reseller. The Tier Two Reseller then enters into an End User Agreement with the End User per the terms of the relevant contracts.

Sublicense Model is available on an as-needed basis for Software Offerings, if the Pass-Through Model is not applicable in a specific Territory or, if SAS approves an exception.



## SUBLICENSE MODEL REQUIRED FLOW DOWN TERMS – SOFTWARE LICENSE

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### Required End User Agreement Terms – Software License

Under the Sublicense Model, Tier Two Resellers are required to flow down and include the specific SAS-required terms in their End User Agreements with End Users that relate to the Universal Terms and other terms applicable to SAS Offerings.

SAS and the relevant Distributors are providing a URL that includes the terms that SAS requires to be flowed down in your agreements with End Users.

Accordingly, Tier Two Resellers will be deemed compliant with their flow-down obligations **required by SAS** when they incorporate the Required Terms – Software License, provided in the link below, in their agreements with End Users:

<https://sharena11.springcm.com/Public/Document/23386/683c227b-bdea-ee11-b829-48df37a6f7d0/85739802-c0ea-ee11-b829-48df37a6f7d0>

This applies only under the Sublicense Model and to Software Offerings and is limited to **SAS-required terms**.

End User Agreement


SAS is offering this example of End User Agreement (EUA) to support Tier Two Resellers in drafting its EUA. While the flow-down of the Required Terms is mandatory, the use of the EUA sample is entirely optional. This example EUA is provided solely for informational purposes. Neither Distributor nor SAS requires its use or offers legal, tax, or other advice by providing this example. Tier Two Resellers are responsible for seeking any legal, tax, or other guidance they may need to ensure their End User Agreements align with the Distributor’s or SAS’s agreements and their own specific requirements. SAS may update the document from time to time. <https://partners.sas.com/sell-and-showcase/end-user-agreement-with-flow-down-terms>

COMPARISON OF SUBLICENSING AND PASS THROUGH LICENSING MODELS

At times where a Tier 2 Reseller may not be decided on which licensing model is best for their opportunity, following is a graphic that provides a simple comparison between the two models.

## Distribution


### Sublicense Model vs. Pass Through Model



**Sub-Licensing Model**

1. Distributor signs SAS Order Form (UTOF)
2. Tier Two Reseller signs licensing agreement, that include flow down terms, with Distributor
3. End User signs licensing agreement with Tier Two reseller
4. Distribution provides PO to SAS
5. SAS invoices Distribution

Back-to-back signatures required by each party through distribution chain
SAS Inc. is a party to the Order Form (UTOF)
End User signs Reseller's agreement
Tier Two Reseller flows down SAS Required license terms
Tier 2 Reseller provides first line technical support




**Pass-Through Model**

1. End User signs SAS Order Form (UTOF)
2. Distribution provides PO to SAS
3. SAS invoices Distribution

End User signs SAS Order Form (UTOF) directly via <a href="#">DocuSign</a> process
SAS Inc. is a party to the Order Form (UTOF)
End User signs SAS License Terms & Conditions directly
SAS provides technical support to End User

Company Confidential – For Internal Use Only  
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## CONTRACTING PROCESS – REQUEST FOR A UNIVERSAL TERMS ORDER FORM

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Tier Two Reseller will identify the Authorized Contractual Model at the time of submission of the ORF. Notwithstanding, SAS may decide to change the approved Authorized Contractual Model at any time during the precontract stage depending on the specific circumstances of the Opportunity including but not limited to the preferences of the End User.

The available Authorized Contractual Models for each Territory will be specified in the Distributor and Country Coverage document.

The final Authorized Contractual Model will be determined based on the actual Order Form executed between SAS and the relevant party to the Order Form.

When an Opportunity is at contract stage, the Distributor will collaborate with their designated SAS contact to obtain the appropriate SAS contracts based on the applicable model to the transaction.

Distributor will provide the required information to complete the documents as requested by SAS which may include details such as the Distributor's contracting entity, Distributor Transacting Affiliate (if applicable), Distributor Authorized Signatory, Tier Two Reseller, Tier Two Reseller Contact Information, and End User Contact Information. Tier Two Reseller will collaborate with the Distributor to facilitate the necessary process steps.

The documents provided by SAS will include Pass Through Model or Sublicense Model Universal Term Order Form as applicable. This document will be sent via DocuSign for electronic signature to the relevant signatory determined per the applicable model.

### EUVL (End User Verification Letter)

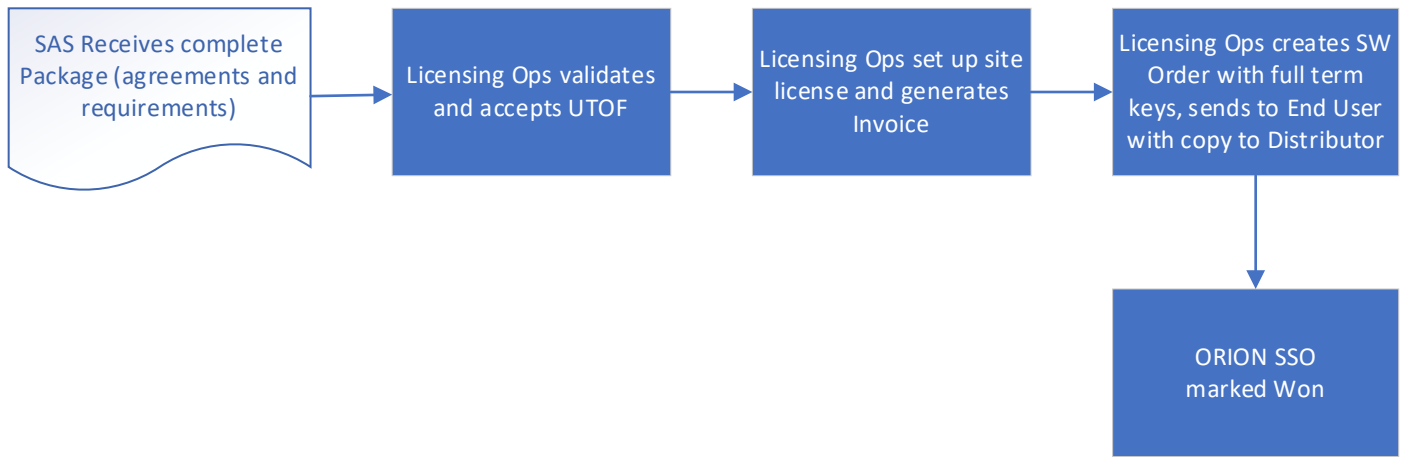
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Unless otherwise communicated by SAS for a specific transaction, EUVL is required only in connection to Sublicense Model Order Forms.

Tier Two Reseller will obtain the EUVL from the End User and submit it to the Distributor to facilitate the Distributor's fulfillment of the required steps.

## ORDER FULFILLMENT PROCESS

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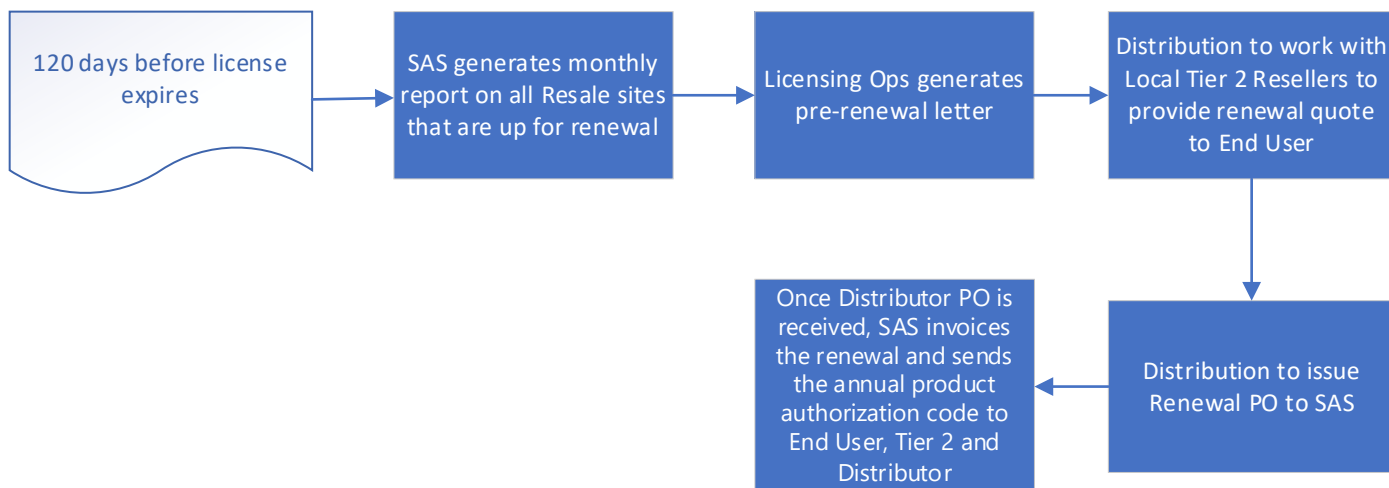
For New Software transactions, SAS must receive all the required documents to process the transaction. The required documents will depend on the applicable Authorized Contractual Structure but generally includes Distributor Purchase Order, signed Order Form, approved ORF.

Once the required documents are complete, SAS will invoice the Distributor based on the Distributor PO and the relevant Order Form.

SAS will send the Software Order including Product Authorization Codes for the first annual period to the End User. A copy will be sent to the Distributor and the Tier Two Reseller to confirm that SAS has completed the delivery of the Software Order including Product Authorization Codes. SAS will invoice Distributor.

## RENEWAL PROCESS

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For Renewal Software transactions, approximately 120 days prior to the End User license anniversary date, SAS will send “Pre-Renewal Notice” to the Distributor. This renewal notice will also include the Renewal EUVL, if required, that needs to be accepted by the End User.

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.

SAS only quotes and invoices Distributor. Distributor and Tier Two Reseller, as well as the Tier Two Reseller and End User, will independently and freely determine the applicable Renewal Fees between themselves including the applicable process.

## CHANGES TO TIER TWO RESELLER IN CONNECTION WITH RENEWALS

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Without limitation to any other circumstances where SAS or Distributor may be authorized by law or by the relevant contracts to remove or make a change to a Tier Two Reseller, under the following circumstances, a Tier Two Reseller may no longer be entitled to manage the End User’s renewals. In such cases, End User renewals may be transitioned 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.
2. The Tier Two Reseller is no longer in good credit standing with the Distributor.
3. The Tier Two Reseller relationship has been terminated by either party.
4. End User requests to work with SAS directly.

If such an event occurs and SAS, at its sole discretion, decides to transition the renewals to another Tier Two Reseller or to SAS, SAS, Tier Two Reseller and Distributor will collaborate to ensure a smooth transition subject to the transition model elected by SAS.

## ONBOARDING NEW TIER TWO RESELLERS

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All Tier Two Resellers will go through SAS Due Diligence and will be required to sign Partner Program Contract Set (“PPCS”) with SAS including Tier Two Reseller Engagement Model Agreement before SAS can engage with them.

By signing a PPCS, the Partner will receive the standard Partner Program benefits, including access to the PartnerNet portal for submitting Opportunity Registration Forms.

Unless otherwise determined by SAS at its sole discretion, the existing SAS Resellers under the legacy SAS one Tier Reseller Agreement will be required to execute the Partner Program Contract Set including the Tier Two Reseller Agreements and be onboarded by the Distributor in order to transact as a Tier Two Reseller.

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

## ADDITIONAL RESOURCES

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Partner Net

<https://partners.sas.com/>

Named 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>

Distributor Territory and Country Coverage

<https://partners.sas.com/sell-and-showcase/sas-distributor-territory-and-country-coverage>

End User Agreement (EUA) example

<https://partners.sas.com/sell-and-showcase/end-user-agreement-with-flow-down-terms>

