GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Pricelist

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE

Special Item Number 511210  Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message-based applications, Internet software, database management applications, and other software.

The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time."

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7A21

LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLEMENTARY SINs

Special Item Number OLM  Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.
OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115

Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

Schedule Contract Number
GS-35F-0144U

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: January 1, 2008 through December 31, 2022

Contract current through: Modification 70 effective August 6, 2021
MASS Modification A832 effective June 14, 2021

Minitab, LLC
Quality Plaza
1829 Pine Hall Road
State College, PA 16801
Telephone: 814-238-3280
Facsimile: 814-238-2035
www.minitab.com
CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Part Number</th>
<th>GSA Price with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>ADEXM190A.601+</td>
<td>$299.00</td>
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</table>

2. Maximum Order:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. Minimum Order: $100

4. Geographic Coverage: Domestic

5. Point of Production: State College, Pennsylvania USA

6. Discount from Commercial List Price or Market Rate:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discounts: Authorized GSA Prices include volume discounts.

8. Prompt Payment Terms: Net 30 days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign Item(s): Not Applicable

10a. Time of Delivery:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Time of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>10 days After Receipt of Order</td>
</tr>
<tr>
<td>OLM</td>
<td>As negotiated with the Ordering Activity</td>
</tr>
</tbody>
</table>
10b. Expedited Delivery: Please contact the Contract Administrator for availability and rates.

10c. Overnight and 2-day Delivery: Please contact the Contract Administrator for availability and rates.

10d. Urgent Requirements: Please contact the Contract Administrator for availability and rates.

11. F.O.B. Point: Destination

12a. Ordering Address:

Sales Department
Minitab, LLC
Quality Plaza
1829 Pine Hall Road
State College, PA 16801
Telephone: 814-238-3280
Facsimile: 814-238-2035
sales@minitab.com

12b. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address:

Accounts Receivable
Minitab, LLC
Quality Plaza
1829 Pine Hall Road
State College, PA 16801
Telephone: 814-238-3280
Facsimile: 814-238-2035
ar@minitab.com


15. Export Packing Charges: Not Applicable.

16. Terms and conditions of Rental, Maintenance, and Repair: Not Applicable.

17. Terms and conditions of Installation: Not Applicable.

18. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

19. Terms and conditions for any other Service: Not Applicable.

20. List of Service and Distribution Points: Not Applicable.


23a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

23b. Section 508 Compliance Information:

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: http://www.Section508.gov/.

24. Data Universal Number System (DUNS) Number: 107 326 043

25. Notification regarding registration in System for Award Management (SAM) database:

Contractor has a current registration in SAM.


27. Description and Pricing of Minitab Statistical Software – SIN 511210

**Minitab Statistical Software** gives you the tools you need to analyze your data and make informed decisions about how to improve your business. Its power and ease of use make it the leading package used for quality improvement and statistics education worldwide. Minitab is simple to use for the beginning or occasional user, but also contains the depth and breadth of tools and guidance to satisfy even the most rigorous quality improvement projects.

**Minitab 19**

- **Operating System**: Windows 7 SP 1 or later, Windows 8 or 8.1, Windows 10
- **RAM*: 32-bit systems: 2 GB of memory or more recommended; 64-bit systems: 4 GB of memory or more recommended
- **Processor**: Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology
- **Hard Disk Space**: 2 GB (minimum) free space available
- **Screen Resolution**: 1024 x 768 or higher
- **Connectivity**: An internet connection is required for activation of trial and single-user licenses
- **Browser**: Internet Explorer 9.0 or higher, Microsoft Edge, Chrome, or Firefox is required for Minitab Help

Additional required software will be installed with the application: Microsoft Visual C++ Redistributable for Visual Studio 2017

*Memory recommendations depend on data size.

**Multi-user License Manager**

Multi-user license installations also require the Minitab License Manager (verify you have the latest version of the License Manager), which has the following recommended system requirements:

- **Operating System Windows**: 32-bit & 64-bit Windows Server 2016, Windows Server 2019, Windows 7 SP1, or Windows 10. It is a best practice to run license servers on a server-based OS.
- **Operating System OSX**: 32-bit & 64-bit macOS 10.13 and macOS 10.14
- **Hard Disk Space**: 100 MB (minimum); dependent on log file settings
- **Connectivity**: At least one enabled network interface card

**Minitab 20**
• **Operating System:** Windows 8.1, Windows 10
• **RAM**: 64-bit systems: 4 GB of memory or more recommended
• **Processor:** Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology
• **Hard Disk Space:** 2 GB (minimum) free space available
• **Screen Resolution:** 1024 x 768 or higher
• **Connectivity:** An internet connection is required for activation of trial and single-user licenses
• **Browser:** A web browser is required for Minitab Help. Chrome or Chromium Edge is recommended. Additional required software will be installed with the application: Microsoft Visual C++ Redistributable for Visual Studio 2019

*Memory recommendations depend on data size.

**MSS Online**

• **Connectivity:** An internet connection is required
• **Supported Browsers:** Chrome, Chromium Edge, or Safari

**Multi-User License Manager**

Multi-User desktop license installations also require the Minitab License Manager ([verify you have the latest version of the License Manager](#)), which has the following recommended system requirements:

• **Operating System:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, or 64-bit Windows 10. It is a best practice to run license servers on a server-based OS.
• **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
• **Connectivity:** At least one enabled network interface card

**Web App Component**

• **Connectivity:** An internet connection is required
• **Supported Browsers:** Chrome or Chromium Edge

**Desktop App Component**

• **Operating System:** Windows 8.1 or Windows 10
• **RAM:** 32-bit systems: 1 GB (minimum), 2+ GB (recommended); 64-bit systems: 2 GB (minimum)
• **Processor:** At least Pentium 4 or compatible processor, 1 GHz or higher
• **Hard Disk Space:** 2 GB (minimum) free space available
  * Additional required software will be installed with the application: .NET framework 4.7.2, Microsoft Visual C++ 2019 Redistributable (x86)
• **Browser:** A browser is required for online Help
• **Screen Resolution:** 1024 x 768 or higher
• **Connectivity:** An internet connection is required

**Quality Trainer by Minitab™** is an e-learning service that provides easy access to the statistical and quality improvement expertise delivered in Minitab training, whenever you need it. A **Quality Trainer** subscription lets you sharpen your ability to apply quality statistics with Minitab on your own schedule and refresh your knowledge anytime. Engaging, interactive lessons based on real-world problems make concepts easy to grasp and retain. With affordable short- and long-term subscriptions for groups or individuals, **Quality Trainer** helps ensure statistics are used properly and consistently within your quality improvement program.

**Quality Trainer has the following recommended system requirements:**

• **Connectivity:** An internet connection is required
• **Supported Browsers:**
Minitab Workspace

Minitab Workspace™ is a comprehensive set of visual tools, forms, and templates. You can open a single tool, add as many tools as you need, and save them all in a single project. You can also open a project with a built-in Roadmap based on quality improvement methodologies, such as DMAIC, QFD, Just Do It, and Kaizen.

Minitab Workspace System Requirements

Desktop App

- **Operating System:** Windows 8 or 8.1, Windows 10
- **RAM**
  - 32-bit systems: 1 GB (minimum), 2+ GB (recommended); 64-bit systems: 2 GB (minimum)
- **Processor:** At least Pentium 4 or compatible processor, 1 GHz or higher
- **Hard Disk Space:** 2 GB (minimum) free space available
- **Browser:** A browser is required for online Help
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** Internet connection required for installation/activation of product and accessing help content

Multi-user License Manager

- Multi-user license installations also require the Minitab License Manager (verify you have the latest version of the License Manager), which has the following recommended system requirements:
  - **Operating System:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, or Windows 10. It is a best practice to run license servers on a server-based OS.
  - **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
  - **Connectivity:** At least one enabled network interface card

Minitab Engage

Minitab Engage™ is a complete platform for managing your continuous improvement and innovation programs. It provides all the tools teams need to ensure excellence, along with an integrated dashboard that visualize status of your entire initiative in real time. Minitab Engage™ combines tools for executing projects with automated reporting. Engage helps organizations succeed at every step of the quality journey—from collecting and evaluating ideas from across the organization, to project initiation, to understanding the overall impact on key performance indicators and ROI. Engage's full power comes from the seamless integration of idea collection, project execution tools, project repository and dashboard reporting. Requires onboarding services for initial deployment.

SPM by Minitab

The SPM® application is structured around major predictive analysis scenarios. In general, the workflow of the application can be described as follows.

- Bring data for analysis to the application.
- Research the data, if needed.
• Configure and build a predictive analytics model.
• Review the results of the run. Discover the model that captures valuable insight about the data.
• Score the model. For example, you could simulate future events.
• Export the model to a format other system can consume. This could be PMML or executable code in a mainstream or specialized programming language.
• Document the analysis

SPM has the following System Requirements:
Minimum Windows System Requirements
• Operating System Windows 7 SP 1 or later, Windows 8 or 8.1, Windows 10.
• RAM 2 GB.
• Processor Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology.
• Hard Disk Space 2 GB (minimum) free space available.
• Screen Resolution 1024 x 768 or higher.

Minimum Linux System Requirements
• Operating System Ubuntu 14.04 or 16.04, CentOS 6.9 or 7.5, RHEL 6.9 or 7.5.
• RAM 2 GB.
• Processor Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology.
• Hard Disk Space 2 GB (minimum) free space available.

<table>
<thead>
<tr>
<th>MFR Part #</th>
<th>Product Description</th>
<th>Unit of Issue</th>
<th>GSA Price with IFF</th>
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</thead>
<tbody>
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<td>FPEXM190A</td>
<td>Minitab 19 Single User Annual License (Support &amp; Maintenance): Note: existing customers only</td>
<td>1 user</td>
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<td>20 users</td>
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<td>per user: Note: existing customers only</td>
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<td>$419.00</td>
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<td>ADEXM190A.301-400</td>
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<td>$396.00</td>
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<td>per user: Note: existing customers only</td>
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<tr>
<td>ADEXM190A.401-500</td>
<td>Minitab 19 Annual License (Support &amp; Maintenance) – 401-500 users; priced as per user: Note: existing customers only</td>
<td>per user</td>
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<tr>
<td>ADEXM190A.501-600</td>
<td>Minitab 19 Annual License (Support &amp; Maintenance) – 501-600 users; priced as per user: Note: existing customers only</td>
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<td>$335.00</td>
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<tr>
<td>ADEXM190A.601+</td>
<td>Minitab 19 Annual License (Support &amp; Maintenance) – 601+ users; priced as per user: Note: existing customers only</td>
<td>per user</td>
<td>$299.00</td>
</tr>
<tr>
<td>ADEXT020A.5</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 5 users; per license pack: Note: existing customers only</td>
<td>5 users</td>
<td>$5,377.30</td>
</tr>
<tr>
<td>ADEXT020A.10</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 10 users; per license pack: Note: existing customers only</td>
<td>10 users</td>
<td>$8,596.40</td>
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<tr>
<td>ADEXT020A.15</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 15 users; per license pack: Note: existing customers only</td>
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<td>ADEXT020A.20</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 20 users; per license pack: Note: existing customers only</td>
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<td>$15,204.40</td>
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<td>ADEXT020A.30</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 30 users; per license pack: Note: existing customers only</td>
<td>30 users</td>
<td>$22,026.60</td>
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<td>ADEXT020A.40</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 40 users; per license pack: Note: existing customers only</td>
<td>40 users</td>
<td>$28,816.80</td>
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<td>ADEXT020A.50</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 50 users; per license pack: Note: existing customers only</td>
<td>50 users</td>
<td>$35,132.50</td>
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<td>ADEXT020A.60</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 60 users; per license pack: Note: existing customers only</td>
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<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) - 80 users; per license pack: Note: existing customers only</td>
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<td>ADEXT020A.101-200</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) – 101-200 users; priced as per user: Note: existing customers only</td>
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<td>per user</td>
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<td>ADEXT020A.301-400</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) – 301-400 users; priced as per user: Note: existing customers only</td>
<td>per user</td>
<td>$501.00</td>
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<td>ADEXT020A.401-500</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) – 401-500 users; priced as per user: Note: existing customers only</td>
<td>per user</td>
<td>$464.00</td>
</tr>
<tr>
<td>ADEXT020A.501-600</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) – 501-600 users; priced as per user: Note: existing customers only</td>
<td>per user</td>
<td>$423.00</td>
</tr>
<tr>
<td>ADEXT020A.601+</td>
<td>Minitab 19 with unlimited Quality Trainer Annual License (Support &amp; Maintenance) – 601+ users; priced as per user: Note: existing customers only</td>
<td>per user</td>
<td>$379.00</td>
</tr>
<tr>
<td>ADEXMOD8A.5</td>
<td>SPM 8 - Multiple User Electronic Annual License - 5 Users; per license pack</td>
<td>5 users</td>
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</tr>
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<td>SPM 8 - Multiple User Electronic Annual License - 10 Users; per license pack</td>
<td>10 users</td>
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<td>SPM 8 - Multiple User Electronic Annual License - 15 Users; per license pack</td>
<td>15 users</td>
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<tr>
<td>ADEXMOD8A.20</td>
<td>SPM 8 - Multiple User Electronic Annual License - 20 Users; per license pack</td>
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<td>ADEXMOD8A.30</td>
<td>SPM 8 - Multiple User Electronic Annual License - 30 Users; per license pack</td>
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<td>ADEXMOD8A.40</td>
<td>SPM 8 - Multiple User Electronic Annual License - 40 Users; per license pack</td>
<td>40 users</td>
<td>$170,064.80</td>
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<tr>
<td>ADEXMOD8A.50</td>
<td>SPM 8 - Multiple User Electronic Annual License - 50 Users; per license pack</td>
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<td>SPM 8 - Multiple User Electronic Annual License - 60 Users; per license pack</td>
<td>60 users</td>
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<td>80 users</td>
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<tr>
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<td>90 users</td>
<td>$324,822.60</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Quantity</td>
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<td>--------</td>
</tr>
<tr>
<td>ADEXMOD8A.100</td>
<td>SPM 8 - Multiple User Electronic Annual License - 100 Users; per license pack</td>
<td>100 users</td>
<td>$350,072.00</td>
</tr>
<tr>
<td>ADEXMOD8A.1</td>
<td>SPM 8 - Single User Annual License</td>
<td>per user</td>
<td>$15,139.00</td>
</tr>
<tr>
<td>ADEXM20FA</td>
<td>Minitab 20 Annual Subscription License - 1-9 users</td>
<td>Per user</td>
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</tr>
<tr>
<td>ADEXM20FA.10</td>
<td>Minitab 20 Annual Subscription License - 10-24 users</td>
<td>Per user</td>
<td>$960.05</td>
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<tr>
<td>ADEXM20FA.25</td>
<td>Minitab 20 Annual Subscription License - 25-49 users</td>
<td>Per user</td>
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<tr>
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<td>Minitab 20 Annual Subscription License - 50-99 users</td>
<td>Per user</td>
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<td>ADEXM20FA.100</td>
<td>Minitab 20 Annual Subscription License - 100-249 users</td>
<td>Per user</td>
<td>$432.45</td>
</tr>
<tr>
<td>ADEXM20FA.250</td>
<td>Minitab 20 Annual Subscription License - 250-499 users</td>
<td>Per user</td>
<td>$399.00</td>
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<tr>
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<td>Minitab 20 Annual Subscription License - 500+ users</td>
<td>Per user</td>
<td>$374.25</td>
</tr>
<tr>
<td>ADEXM20WA</td>
<td>Minitab 20 Annual Web App Subscription License - 1-9 users (1 yr)</td>
<td>Per user</td>
<td>$98.45</td>
</tr>
<tr>
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<td>Minitab 20 Annual Web App Subscription License - 10-24 users (1 yr)</td>
<td>Per user</td>
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</tr>
<tr>
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<td>Minitab 20 Annual Web App Subscription License - 25-49 users (1 yr)</td>
<td>Per user</td>
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</tr>
<tr>
<td>ADEXM20WA.50</td>
<td>Minitab 20 Annual Web App Subscription License - 50-99 users (1 yr)</td>
<td>Per user</td>
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<td>ADEXM20WA.100</td>
<td>Minitab 20 Annual Web App Subscription License - 100-249 users (1 yr)</td>
<td>Per user</td>
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<tr>
<td>ADEXM20WA.250</td>
<td>Minitab 20 Annual Web App Subscription License - 250-499 users (1 yr)</td>
<td>Per user</td>
<td>$49.65</td>
</tr>
<tr>
<td>ADEXM20WA.500+</td>
<td>Minitab 20 Annual Web App Subscription License - 500+ users (1 yr)</td>
<td>Per user</td>
<td>$44.50</td>
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<tr>
<td>ADEEW010A.N</td>
<td>Minitab Workspace Named User Annual License - 1-9 users (1 yr)</td>
<td>Per user</td>
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</tr>
<tr>
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<td>ADEEW010A.N25</td>
<td>Minitab Workspace Named User Annual License - 25-49 users (1 yr)</td>
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<td>Minitab Workspace Named User Annual License - 50-99 users (1 yr)</td>
<td>Per user</td>
<td>$362.25</td>
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<tr>
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<td>Minitab Workspace Named User Annual License - 100-249 users (1 yr)</td>
<td>Per user</td>
<td>$323.70</td>
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<td>Minitab Workspace Named User Annual License - 250-499 users (1 yr)</td>
<td>Per user</td>
<td>$299.75</td>
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<tr>
<td>ADEEW010A.N500+</td>
<td>Minitab Workspace Named User Annual License - 500+ users (1 yr)</td>
<td>Per user</td>
<td>$280.90</td>
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<tr>
<td>ADEXPA010A.1YF10</td>
<td>Predictive Analytics Add- On License Portal- Users- 1-24</td>
<td>Per user</td>
<td>$979.75</td>
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<td>Predictive Analytics Add- On License Portal-Users- 25-49</td>
<td>Per user</td>
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<td>ADEXPA010A.1YF50+</td>
<td>Predictive Analytics Add- On License Portal- Users- 50+</td>
<td>Per user</td>
<td>$739.05</td>
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<tr>
<td>ADEQT020A</td>
<td>Quality Trainer Annual Subscription License - 1-9 users (1 yr)</td>
<td>Per user</td>
<td>$413.65</td>
</tr>
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<td>ADEQT020A.10</td>
<td>Quality Trainer Annual Subscription License - 10-24 users (1 yr)</td>
<td>Per user</td>
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</tr>
<tr>
<td>ADEQT020A.25</td>
<td>Quality Trainer Annual Subscription License - 25-49 users (1 yr)</td>
<td>Per user</td>
<td>$173.00</td>
</tr>
<tr>
<td>ADEQT020A.50</td>
<td>Quality Trainer Annual Subscription License - 50-99 users (1 yr)</td>
<td>Per user</td>
<td>$144.70</td>
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<tr>
<td>ADEQT020A.100</td>
<td>Quality Trainer Annual Subscription License - 100-249 users (1 yr)</td>
<td>Per user</td>
<td>$130.15</td>
</tr>
<tr>
<td>ADEQT020A.250</td>
<td>Quality Trainer Annual Subscription License - 250-499 users (1 yr)</td>
<td>Per user</td>
<td>$119.90</td>
</tr>
<tr>
<td>ADEQT020A.500+</td>
<td>Quality Trainer Annual Subscription License - 500+ users (1 yr)</td>
<td>Per user</td>
<td>$112.15</td>
</tr>
<tr>
<td>Description</td>
<td>Price per user</td>
<td>Per user</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td></td>
</tr>
</tbody>
</table>
| Minitab Engage - Named Subscription License - 1-9 users (1 yr) | $2,462.20
| Minitab Engage - Named Subscription License - 10-24 users (1 yr) | $1,209.25
| Minitab Engage - Named Subscription License - 25-49 users (1 yr) | $1,013.15
| Minitab Engage - Named Subscription License - 50-99 users (1 yr) | $1,002.00
| Minitab Engage - Named Subscription License - 100-249 users (1 yr) | $929.20
| Minitab Engage - Named Subscription License - 250-499 users (1 yr) | $715.05
| Minitab Engage - Named Subscription License - 500+ users (1 yr) | $626.05
| Minitab 20 Single User Annual License | $1,178.80

**INFORMATION TECHNOLOGY CATEGORY**
**IT SOFTWARE SUBCATEGORY**
**SPECIAL ITEM NUMBER 511210**
**SOFTWARE LICENSES**

1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number shall be available during specified hours.

   a) Technical Support Hotline: 1-814-231-2682; 8 am to 5:30 PM EST, Monday through Friday, excluding federal holidays. Email: techsupport@minitab.com

2) Descriptions and Equipment Compatibility:

   a) Please refer to Section 27, above.

3) Right-to-Copy Pricing: **Not offered.**

4) Utilization Limitations

   a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

   b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:

      i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

      ii) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity’s site. This would allow other agencies access to one ordering activity’s database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor’s proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity’s permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user.
ordering activity.

iii) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

v) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days.
days after placing the order.

b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

Section 5 is not applicable as Term Software Licenses are not offered.

6) Term License Cessation

a) Term licenses are not eligible for conversion to a perpetual license at any time.

b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Section 6 is not applicable as Term Software Licenses are not offered.

7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).
To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

v) As a matter of convenience, once the original licenses are deactivated, de-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

vii) When software assets are eligible for transfer and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be ________ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

The software assets are not eligible for transfer.
8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

MISCELLANEOUS CATEGORY
COMPLEMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

1) Apparel 31) IT Training
2) Audio Visual Products 32) Language Services
3) Audio Visual Services 33) Legal Services
4) Awards 34) Logistical Services
5) Background Investigations 35) Machinery and Components
6) Business Administrative Services 36) Mail Management
7) Compensation and Benefits 37) Marine and Harbor
8) Document Services 38) Marketing and Public Relations
9) Electronic Commerce 39) Medical Equipment
10) Environmental Services 40) Miscellaneous Furniture
11) Facilities Maintenance and Repair 41) Musical Instruments
12) Facilities Services 42) Office Furniture
13) Facilities Solutions 43) Office Management Maintenance
14) Financial Services and Repair
15) Fire/Rescue/Safety/Environmental Protection Equipment 44) Office Services
16) Fitness Solutions. 45) Packaged Furniture.
17) Flags 46) Printing and Photographic Equipment
18) Flooring 47) Protective Equipment
19) Fuel Management 48) Records Management
20) Furniture Services 49) Search and Navigation
21) Healthcare Furniture 50) Security Animals and Related Services
22) Household, Dormitory & Quarters
   Furniture 51) Security Services
23) Human Resources 52) Security Systems
24) Identity Protection Services 53) Signs
25) Industrial Products 54) Social Services
26) Industrial Products and Services
   Maintenance and Repair 55) Structures
27) IT Hardware 56) Technical and Engineering Services (non-IT)
28) IT Services 57) Telecommunications
29) IT Software 58) Testing Equipment
30) IT Solutions 59) Training

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements
COMMERCIAL SUPPLIER AGREEMENT / TERMS OF SERVICE
LICENSE AGREEMENT FOR MINITAB® STATISTICAL SOFTWARE
Desktop App


MINITAB WILL LICENSE THE SOFTWARE TO YOU ONLY UPON CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT (“AGREEMENT”). IF YOU EXECUTE A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT FOR THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL THE TERMS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT Agree, DO NOT INSTALL, COPY, ACTIVATE OR USE THE SOFTWARE.

BY EXECUTING A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT FOR THE SOFTWARE, YOU AGREE THAT THIS AGREEMENT APPLIES TO YOU; AND IF THE SOFTWARE IS ACQUIRED, INSTALLED AND/OR USED ON BEHALF OF ANY OTHER PERSON OR A LICENSED ENTITY (FOR EXAMPLE, YOUR EMPLOYER), YOU AFFIRM THAT YOU HAVE BEEN AUTHORIZED BY SUCH PERSON OR LICENSED ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ON THEIR BEHALF.

YOU HAVE PURCHASED AND/OR OBTAINED ONLY A LICENSE TO USE THIS SOFTWARE IN ACCORDANCE WITH THE APPLICABLE TERMS CONTAINED IN THIS AGREEMENT. YOU DO NOT OWN THIS SOFTWARE. YOU DO NOT HAVE, ACQUIRE OR OBTAIN ANY OWNERSHIP, PROPERTY RIGHTS OR TANGIBLE INTEREST IN THIS SOFTWARE. YOU DO NOT HAVE, ACQUIRE OR OBTAIN ANY RIGHTS TO SELL OR RESELL THIS SOFTWARE.

The terms of this License Agreement do not apply if (i) this Software has been furnished to You pursuant to a separate, written license agreement executed by You and Minitab, or (ii) You are only installing a renewal, update, upgrade, or new release, of this Software in full compliance with a prior existing License Agreement.

The type of license You have subject to this Agreement is listed in the purchase confirmation, receipt, and/or on the invoice You received from Us. Any purchase order submitted by You is subject to section 6.10 herein.

1. Terms and Conditions

1.1 Software License Term; Renewal. Based on the type of license You have purchased subject to this Agreement, You are granted a non-exclusive, personal, limited license to use this Software subject to the terms, payment of fees, conditions, restrictions and limitations contained herein:
i. For a period of months, according to the length of the term, if You have a Term License.

ii. For a period of one (1) year from the first day of the month following Your purchase if You have a One-Year License.
   a. A One-Year License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.

iii. For a period of three (3) years from the first day of the month following Your purchase if You have a Three-Year License.
   a. A Three-Year License fee is fixed during the three (3) year term, and is paid in three (3) equal payments:
      1. At the time of Your initial purchase;
      2. One (1) year after the date of Your initial purchase; and
      3. Two (2) years after the date of Your initial purchase.
   b. You will only receive continued access to the Software upon payment of the license fee in accordance with section 1.1.iii.a above; and
   c. A Three-Year License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.

iv. You will only receive continued access to the Software if prior to expiration of a license term:
   a. We receive Your payment of the then-current license fee for renewal in accordance with the renewal invoice We send You; or
   b. We receive a purchase order or other written or electronic confirmation, acceptable to Us, of Your intent to renew and to pay the then-current license fee in accordance with the renewal invoice We send You.

v. Reserved.

vi. At the time of renewal, a license has the option to renew for a One-Year or Three-Year license term by paying the applicable then-current license fee.

1.2 License Fee; Adding Authorized Users. The license fee You pay as set forth on any invoice You receive from Us regarding this Software governs the number of Authorized Users permitted. You may increase the number of Authorized Users of the Software during the term(s) of the license by paying additional user fees for the time remaining in Your then-current license term.

1.3 Taxes. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

1.4 Operating System. The Software is designed for use with the operating system selected upon download subject to the applicable System Requirements attached hereto.

1.5 Virtualized Environments. The Software may be capable of being used in some virtualized environments, but not all virtualization methods may be supported. The use of the Software with virtualized environments will be at the Licensee’s own risk.
1.6 **Minitab Technology.** You acknowledge that We retain all right, title, and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, all documentation, and any and all related and underlying technology and documentation; and any derivative and transformative works, modifications, or improvements of any of the foregoing including as may incorporate Feedback (collectively, “Minitab Technology”). Except for the express limited rights set forth in this Agreement, no right, title, or interest in any Minitab Technology is granted to You. We may freely use and incorporate into Minitab Technology any suggestions, enhancement requests, recommendations, requirements, corrections, and feedback provided by You or by any Authorized Users (“Feedback”).

1.7 **Authorized Use.** This Agreement permits You, or Your authorized employees and independent contractors (“Authorized Users”) to use the Software only on a computer owned, leased, or otherwise controlled by You.

i. If You are a Licensed Entity, the Software may be used by Your current divisions, subsidiaries, or affiliates, domestic or international, controlling, or controlled by or under common control with You. For purposes of clarity, the definition of “control” as used herein means either:
   a. the direct or indirect ownership of not less than fifty percent (50%), or the maximum allowed by local law if less, of the voting equity of Your division, subsidiary, or affiliate; or
   b. the right and authority to manage and enforce the terms of this Agreement within the respective division, subsidiary, or affiliate.

ii. Each named Authorized User must have a single unique User ID and Login password (“User Credentials”) and keep their User Credential information strictly confidential and not share such information with any unauthorized person.

iii. Use of the Software on a computer owned by a third-party is prohibited unless that third-party is at that time providing IT services to You for this Software, and:
   a. You make every reasonable effort to advise Us of the identity of the third-party; and
   b. You agree to be responsible for that third-party’s compliance with this Agreement.

iv. Installation of this Software on a server that allows You access to this Software or any of its functionality via a public network or the Internet without the use of a password-protected secure portal is prohibited unless permission to do so has been granted through the establishment of a separate license agreement with Us.

v. Except as set forth in this section 1.7, You may not provide or otherwise make the Software, or any functionality of the Software, accessible or available in any form to any third-party without prior written approval from Us.

1.8 **Support.** Minitab provides You, at no additional charge, reasonable amounts of technical support in accordance with Our published Support Policy attached hereto for so long as this current Software release is widely distributed as determined by Minitab, and for one (1) year thereafter.

1.9 **General Restriction.** You shall not, and shall not permit any Authorized User or third party to: (a) modify, copy, duplicate, create derivative works from, frame, mirror, scrape, sell, rent, lease,
loan, license, distribute, provide access to, sublicense, or otherwise make available the Software to a third party (except as expressly permitted in accordance with this Agreement) or in a service bureau or outsourcing offering; (b) use the Software to provide, or incorporate any portion of the Software into, any service for the benefit of a third party; (c) access all or any part of the Software in order to build a product or service which competes with the Software; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Us); (e) remove or obscure any government restricted rights, or other proprietary or confidentiality notices or legends that are placed or embedded by Us; or (f) circumvent the Authorized User authentication or security of the Software or any host, network or account related to the Software.

1.10 Your Data; Privacy. You understand and agree regarding Your privacy and data content that:

i. Your use of this Software is governed by Our Privacy Policy attached hereto, which describes how We collect and use information about You and the systems on which the Software has been installed.

ii. You determine the purposes and means of the processing (“control”) of personal information included in Your data content and files You create using the Software and are the controller of such data content. We do not collect, record, organize, structure, store, adapt or alter, retrieve, consult, use, disclose by transmission, disseminate, or otherwise make available, align, or combine, restrict, erase, or destroy (collectively “process”) personal information included in Your data content or files You create using the Software. We specifically disclaim that We are a “data controller” or “data processor” of Your data content as those terms are defined under applicable law.

1.11 Disabling Routine. This Software contains a routine designed to disable this Software automatically for:

i. Term Licenses: at the end of the license term;

ii. One-Year Licenses: at the end of each annual term, unless the Agreement is renewed; and

iii. Three-Year Licenses: at the end of each year during the three (3) year term, unless the required license fee is paid in accordance with section 1.1.iii.a, and at the end of each Three-Year term, unless the Agreement is renewed.

1.12 Software Update Manager. Along with this Software, You have been provided an option to use the Software Update Manager. If You choose not to use the Software Update Manager on Your computer or those of Your Authorized Users, You understand and take responsibility and waive any recourse against Us for the non-delivery of information, which could include critical updates, bug fixes, and/or notifications of problems or errors. If You choose not to use this service for Your Authorized Users, We recommend that You install the Software Update Manager on at least one regularly monitored computer so that You can continue to receive such notices.
1.13 **Third Party Software.** We have obtained all appropriate licenses for any third-party software distributed with or included in this Software. Third party software is licensed to You under the terms of this Agreement. (Publicly Available Software is defined in Indemnification section 2.1 and is not “third party software” as used in this Agreement.)

1.14 **Termination by You.** Termination of this Agreement for the Government’s Convenience is governed by GSAR 552.212-4(l).

1.15 **Termination for Cause.** Termination of this Agreement for Cause is governed by GSAR 552.212-4(m). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

## 2. INDEMNIFICATION

2.1 **Indemnification by Us.** We shall defend or settle at Our expense any third party claim brought against You alleging that this Software, when used as authorized under this Agreement, infringes such third-party’s copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. The foregoing indemnification obligation excludes any obligation with respect to any component of this Software that is Publicly Available Software, as defined below. If any infringement claim with respect to Your use of this Software may be or has been asserted, We shall, at Our option and expense, (a) procure the right to continue using this Software, or (b) replace or modify this Software to eliminate the infringement while providing functionally equivalent performance. If neither (a) or (b) above are reasonably feasible as determined in Our sole discretion, We may terminate Your license for this Software and refund to You the pro-rata amount of any prepaid fees for the remaining then-current term for this Software. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to this Software not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of this Software, or (iii) use, combination, or incorporation of this Software, or improvements thereto, with products not provided by Us. You acknowledge that the indemnification in this section states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

“Publicly Available Software” means (a) any software that contains, or is derived in any manner (in whole or in part) from any software that is distributed as free software, open source software or similar licensing or distribution models; and (b) any software that requires as a condition of use,
modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

2.2 Reserved.

3. LIMITED WARRANTY

We warrant that the functions contained in this Software will operate in substantial conformity with its documentation and without substantial program errors, but We do not warrant that all defects will be corrected. Our entire liability, and Your exclusive remedy for a breach of this Limited Warranty shall at Our option either be (a) replacement of the Software with a reasonable alternative, or (b) termination of this Agreement and a refund to You of the pro-rata amount of any prepaid fees for the remaining then-current term for this Software. This Limited Warranty does not extend to any claim resulting from Your unauthorized modification of this Software or from use or incorporation of this Software in any manner for which it is not designed or permitted. Publicly Available Software is provided without warranty.

4. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3, THE SOFTWARE AND ALL PUBLICLY AVAILABLE SOFTWARE INCLUDED IN THE SOFTWARE ARE PROVIDED “AS IS” AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

5. LIMITATION OF REMEDIES AND DAMAGES

5.1 Consequential Damages Waiver. EXCEPT FOR YOUR OBLIGATIONS UNDER SECTION 1.7.V (AUTHORIZED USE), SECTION 1.9 (GENERAL RESTRICTION), AND EACH PARTY’S OBLIGATIONS UNDER SECTION 2 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY
NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

5.2 Liability Cap. EXCEPT FOR YOUR OBLIGATIONS UNDER SECTION 1.7.V (AUTHORIZED USE), SECTION 1.9 (GENERAL RESTRICTION), AND EACH PARTY’S OBLIGATIONS UNDER SECTION 2 (INDEMNIFICATION), EACH PARTY’S AND ITS AFFILIATES’ ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID UNDER THE APPLICABLE PURCHASE ORDER.

6. Miscellaneous

6.1 Relationship. The Parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.

6.2 Assignment. This Agreement and Software license may not be resold, assigned, or otherwise transferred to another person or entity without Our written permission, which permission shall not be unreasonably withheld.

6.3 Export Controls. You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) You represent and warrant that neither You nor Your owners, officers, directors, member company(ies) and those of Your Affiliates are listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and (b) You shall not and shall not permit any third parties to access or use the Software in violation of any U.S. export embargo, prohibition or restriction.

6.4 Verification of Use. You agree to keep accurate records sufficient to provide auditable verification that Your use of Our Software is in compliance with the terms and conditions of this Agreement. We, or Our specifically designated representatives, have the right to verify Your compliance with this Agreement, at Our expense, during the term of this Agreement and for a period of one (1) year thereafter. Verification will take place upon reasonable notice during normal business hours subject to Government security requirements and in a manner that does not interfere unreasonably with Your operations. If verification reveals unlicensed use of Our Software, You must promptly order sufficient licenses at Our then-current GSA Schedule pricing to permit the usage disclosed. If We undertake such verification and do not find material unlicensed use of Our Software, We will not undertake another verification of the same Licensed Entity for at least one (1) year. We will use the information obtained in compliance verification only to enforce Our rights and to determine whether You are in compliance with the applicable terms of this Agreement.
6.5 **Government Use.** The Software constitutes restricted computer software and is provided to the U.S. government subject to restricted rights as described in FAR 52.227-14. Any additional technical data provided to the U.S. government pursuant to this Agreement constitutes limited rights data and is subject to limited rights as described in FAR 52.227-14 and DFARS 252.227-7015. If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be attached to this Agreement.

6.6 **Governing Law.** This Agreement is governed by and construed in accordance with the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

6.7 **Partial Invalidity.** The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.8 **Reserved.**

6.9 **Waivers.** No failure by either party to enforce a provision of this Agreement, and no waiver by either party of its rights under any provision thereof, will be deemed a waiver of subsequent breaches.

6.10 **Priority.** In the absence of a separate, written license agreement, or alternative terms set forth on the invoice You receive from Us, this Agreement controls over any additional or conflicting terms contained in a purchase order for the Software submitted by You or contained in any terms and conditions submitted by You, and such additional or conflicting terms are expressly rejected unless they have been specifically accepted and agreed to in writing by Minitab or its subsidiaries.

6.11 **Entire Agreement; Amendments.** This Agreement and the attached Support Policy, System Requirements, and Privacy Policy constitute the entire agreement between the parties respecting Your use of this Software and supersede any prior written or oral agreements between the parties.

6.12 **Updated Terms; Evolution of Law.** We reserve the right to update the terms of this Agreement at any time when necessary to comply with legal or mandatory changes to applicable laws and regulations and We will use reasonable efforts to notify You in advance when We do. Any material updates to the terms shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms.

6.13 **Notice.** Except as otherwise provided in this Agreement, all notices must be in writing and will be deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); or (c) the fourth business day after mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address
You have provided to Minitab or to such other address either party may, from time to time, provideto the other party in accordance with this notice provision.

6.14 **Survival.** All provisions that should survive, including sections 1.1 (to the extent fees are due and owing), 1.2, 1.3, 1.10, 1.14, 1.15, 2, 4, 5 and 6 survive the termination of this Agreement.

LAV: 01May2021
System Requirements

Minitab 20.3 Desktop (Windows only)

- **Operating System:** Windows 8.1 or Windows 10
- **RAM**: 64-bit systems: 4 GB of memory or more recommended
- **Processor:** Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology
- **Hard Disk Space:** 2 GB (minimum) free space available
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** An internet connection is required for activation of trial and single-user licenses
- **Browser:** A web browser is required for Minitab Help. Chrome or Chromium Edge is recommended.
- Additional required software will be installed with the application: Microsoft Visual C++ Redistributables for Visual Studio 2019

*Memory recommendations depend on data size.

Minitab Web

- **Connectivity:** An internet connection is required
- **Supported Browsers:** Chrome, Chromium Edge, or Safari

Multi-User License Manager

Multi-User desktop license installations also require the Minitab License Manager ([verify you have the latest version of the License Manager](#)), which has the following recommended system requirements:

- **Operating System:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, or 64-bit Windows 10. It is a best practice to run license servers on a server-based OS.
- **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
- **Connectivity:** At least one enabled network interface card
Support Policy

Phone, email, and online support is available for the current release of the desktop products and for one year after they are no longer widely distributed. This support includes assistance with installation and deployment, product activation, maintenance releases, licensing, use of the software and interpretation of the output.

Phone, email, and online support is available for the cloud-based products including assistance with access to and use of the products, interpretation of the output, and installation of the desktop components.

Once a product reaches the Support End Date, customers will no longer receive support regarding the use of the software, interpretation of output, installation, product activation, or licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

Download the latest version of our desktop products now at http://www.minitab.com/downloads/.

<table>
<thead>
<tr>
<th>Product</th>
<th>Released</th>
<th>Support End Date</th>
<th>Environments Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minitab 19.x</td>
<td>05-June-2019</td>
<td>Windows: 21-October-2021 macOS: 1-June-2021</td>
<td>Windows: 8, 8.1, 10 (64-bit version requires 64-bit Operating System) macOS: 10.14, 10.15</td>
</tr>
<tr>
<td>Minitab 20.x Desktop App</td>
<td>21-October-2020</td>
<td>TBD</td>
<td>Windows: 8.1, 10 (64-bit only)</td>
</tr>
<tr>
<td>Minitab Web App</td>
<td>21-October-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Application</td>
<td>Release Date</td>
<td>Supported to</td>
<td>Browsers/Operating Systems</td>
</tr>
<tr>
<td>-------------------</td>
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</tr>
<tr>
<td>Minitab Connect</td>
<td>21-October-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Real-Time SPC</td>
<td>28-July-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Express 1.5.x</td>
<td>18-May-2016</td>
<td>1-June-2021</td>
<td>Windows: 8, 8.1, 10, macOS: 10.12, 10.13, 10.14</td>
</tr>
<tr>
<td>Workspace 1.x</td>
<td>07-April-2020</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td>Companion 5.4.x, 5.5.x</td>
<td>5.4: 10-December-2019, 5.5: 07-April-2020</td>
<td>5.4: 07-April-2021, 5.5: 24-March-2022</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td>Engage Web App</td>
<td>24-March-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge</td>
</tr>
<tr>
<td>Engage 6.x</td>
<td>24-March-2021</td>
<td>TBD</td>
<td>Windows: 8.1, 10</td>
</tr>
<tr>
<td>SPM 8.3.x</td>
<td>28-November-2018</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10, Linux: Ubuntu 14.04, 16.04, CentOS 6.9, 7.5, RHEL 6.9, 7.5</td>
</tr>
</tbody>
</table>

TBD = To be determined
The Support End Date in the table above references when customers will no longer receive support with use of the software, interpretation of output, installation, product activation, and licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

**Minitab License Manager**

The Minitab License Manager software is utilized in multi-user installations. This software manages the licensing information and allows Minitab applications to launch. As with our main products, we enhance and upgrade our License Manager solutions and as such, need to sunset older versions. The chart below outlines the currently supported versions of the Minitab License Manager and the compatible versions of Minitab applications. We encourage all our customers to be on the latest versions of all of our solutions to take advantage of our world class support, features and functionality.

<table>
<thead>
<tr>
<th>Version</th>
<th>Released</th>
<th>Support End Date</th>
<th>Minitab Versions</th>
<th>Environments Supported</th>
</tr>
</thead>
</table>
Cloud-Based Products

**Minitab® Statistical Software – Web App, Minitab Engage™, Quality Trainer®, Real-Time SPC Powered by Minitab®, Minitab Connect™ and Companion by Minitab™**

Service Level Agreement Terms (SLA)

**Error Classification**

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- **Level 1 (High):** Error that results in loss of all of the Service’s processing capability.
- **Level 2 (Medium):** Error that disables major functions from being performed and therefore affects the normal operation of the Service.
- **Level 3 (Low):** Error that disables only certain non-essential functions, does not affect normal operation of the Service, and does not have an impact on Your business operations.

**Response Times to Errors**

- **Level 1 (High):** We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Service is returned to operation. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Service returns to operation.
- **Level 2 (Medium):** After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- **Level 3 (Low):** After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

**Desktop Products**
Minitab® Statistical Software – Desktop App, Minitab Express™, Minitab Workspace™ and SPM® – Salford Predictive Modeler

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- **Level 1 (High):** An Error in the Software that results in a complete loss of operational functionality.
- **Level 2 (Medium):** An Error in the Software that results in a loss of major functionality affecting normal operation of the Software.
- **Level 3 (Low):** An Error in the Software that results in loss of only certain non-essential functionality and does not affect normal operation of the Software and does not have an impact on Your business operations.

Response Times to Errors

- **Level 1 (High):** We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Software is returned to operational functionality. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Software returns to operational functionality.
- **Level 2 (Medium):** After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- **Level 3 (Low):** After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Statistical Consulting

If you need assistance using a statistical tool or understanding the output generated by the software, our technical support team can help. However, if you need help choosing an appropriate statistical tool for your project or interpreting the output relative to your
process, you need the personalized support available through our Statistical Consulting service.

To help clarify the differences between technical support and statistical consulting, consider the following examples:

**Technical Support Questions**

How do I create a fractional factorial design in Minitab?

What does the number of distinct categories mean in the Gage R&R output, and how is it calculated?

When I analyze my data using regression, I get an error. What does the error mean?

**Statistical Consulting Questions**

Should I create a fractional factorial design for my project?

I have four distinct categories, according to my Gage R&R output. Is this acceptable?

Should I use regression to analyze my data?

In some cases, our technical support staff may provide assistance with statistical concepts as part of answering a question about software use. But questions that are clearly about statistical concepts are referred to our statistical consultants, all of whom are seasoned statisticians with years of quality improvement experience.

**Statistical Tutoring**

If you have a few general statistical questions related to an analysis in our software, our technical support team is often able to assist. However, the technical support team does not provide extensive statistical instruction. You will need to begin building a foundation of knowledge via a statistical reference that thoroughly covers the tool or topic of interest. You may also want to consider:

- Help Online
- Training
- Tutoring through our Statistical Consulting service
Questions that indicate a need for more extensive statistical instruction than our technical support team provides will most often be referred to one of the previously mentioned resources.
Privacy Policy

Effective Date: 05/06/2021

Minitab, LLC (“Minitab” or “we”) is committed to privacy and data protection. This Privacy Policy applies to all Personal Data Minitab collects from you (either an individual or a single entity acting on behalf of its authorized individual users), through our interactions with you and through our products; as well as how we use and protect that data. Minitab is the controller of this data.

The Privacy Policy applies to all websites which are run by, or under the control of, Minitab, LLC (collectively, the “Sites”), and our applications, products, and services (including the Sites) (collectively, the “Services”). All references to “Minitab”, “the Company”, “we” and “our” include not only Minitab, LLC, located at 1829 Pine Hall Road, State College, PA, 16801-3210 USA, but also our wholly owned subsidiaries and affiliates, unless expressly stated otherwise.

This Privacy Policy does not apply to the data you input to our Services, or the files generated using our Services (“Your Content”). You act as the controller of Your Content.

This Privacy Policy does not apply to any third-party applications or software that integrate with our Services, or any other third-party products, services, or businesses (collectively, “Third Party Services”). Third Party Services are governed by their own privacy policies. We recommend you review the privacy policy governing any Third-Party Services before using them.

We may provide additional disclosures relating to the processing of personal information about residents of certain countries, regions, or states. Listed below are additional disclosures that may be applicable to you.

- If you are a California resident, please see the additional privacy disclosures in the Privacy Notice For California Residents.

Any questions or concerns regarding Minitab’s privacy and data protection practices can be directed to our Data Protection Office at dpo@minitab.com or by calling +1-814-238-3280 or +1-800-448-3555.

Personal Data We Collect

Minitab collects data to provide the Services you request, ease your navigation on our Sites, communicate with you, and improve your experience using our Services. Some of this information is provided by you directly, such as when you create an account on our Sites, request a trial and/or purchase a Service. Some of the information is collected through your interactions with our Services. We collect such data using technologies like cookies and other tracking technologies, error reports, and usage data collected when you interact with Minitab Services running on your device.

We also obtain data from third parties or use third parties to assist us with data collection. For example, we may supplement the data we collect as described in this section by purchasing demographic data from other companies. We also use services from other companies to help us determine a location based on
your IP address notably to customize certain services to your location. In addition, we utilize third-party services to collect usage data.

The data we collect depends on the Services and features thereof that you use, and includes the following:

**Name and contact data.** We collect your first and last name, e-mail address, postal address, phone number, and other similar contact data.

**Credentials.** We process passwords and related security information used for authentication and account access and information security purposes.

**Payment data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number).

**Usage data.** We collect personalized information about your use of our Services, to better understand uses thereof and identify potential improvements, as well as to send you promotional communications or offers tailored to your use of our Services.

Examples include:

- Information based on your use of our Services running on your device. This includes the types of files being imported, the types and frequency of tools and commands being used, the size and nature of projects, and the frequency and duration of use. Note that we do not collect any of the data that you input/use in our Services, only analytical data about how you use the Service.
- Information on the web pages you visit on and off our Sites and the search terms you enter on our Sites.
- Information regarding the performance of our Services and any problems you may experience while using them. This information enables us to diagnose problems and offer support in resolution.
- Data about your device and the network you use to connect to our Services, including IP address, device identifiers, and regional and language settings.

**Web requests.** For our cloud-based Services, we collect information regarding every web request sent to the relevant servers. This information is used to provide support, as well as to assess usage and performance of our Services. The data collected for each request can include such things as timestamps, any exception messages, user agent, IP address, e-mail address, request time and duration, as well as filenames.

**Location data.** We collect your IP address and infer location such as city or postcode therefrom, when necessary, in order to provide you with the Services or to send you promotional communications or for customer relationship management purposes.

**Content.** We may collect the content of messages you send to us, such as feedback or questions you ask our technical support representatives, when necessary to provide you with the Services you use. We will collect and utilize any data files you send to us for troubleshooting and improving our Services so long as you have anonymized, scrubbed, or deleted any personally identifiable information contained therein which you do not want us to collect or utilize. When you contact us, phone conversations or chat sessions
with our representatives may be monitored and recorded in order to improve our services, facilitate the processing and resolution of your request or complaint.

**Surveys and Studies.** We may ask you to participate in a survey or study; and may request information from you. Participation is voluntary, and you have the choice of whether to disclose any requested information.

**How We Use Personal Data**

Minitab uses information that we collect from customers and visitors for the purposes of:

- providing our Services;
- providing ongoing support;
- communicating with you, including promotional communications and customer relationship management (“CRM”);
- providing information about other Services;
- helping us run our company, for example to improve our Services or our security, train staff or perform marketing activities, including CRM;
- complying with our legal obligations and enforcing our legal rights, including the authorized use of our licenses; and
- accounting and other administrative purposes.

Examples of the uses of information include:

**Providing Services.** We use data to carry out your transactions with us and to provide Services to you. Often, this includes personal data such as e-mail, name, and address.

- Customer support. We use data to diagnose and address problems and provide other customer and support services.
- Activation. We use data, including device and application type, location, and unique device, application, network, and subscription identifiers to activate software and devices that require activation.
- Software Updates. Unless you have disabled the functionality of our Software Update Manager, our Services periodically communicate with our servers to perform functions such as checking for updates.

**Improving Services.** We use data to continually improve our Services, including adding new features or capabilities. Data is collected throughout your interactions with our Services that enable us to understand customer usage and tailor future capabilities.

We track general, non-personalized information (e.g., operating system, browser version and type of device being used) to know how many people visit specific pages of our Sites or utilize specific areas of our Services so that we may improve those Services. We may use your IP address to customize services to your location, such as the language displayed on our Sites.

Our [Cookies Policy](#) explains how we use cookies and similar technologies to collect information about the way you use our Services, and how to control them.
Please note that we use IP addresses on a highly restrictive basis to analyze trends, to administer the Sites, and to collect general information for aggregate use.

**Service Communications.** We use data we collect to deliver and personalize our communications with you. For example, we may contact you by e-mail or other means to notify you of changes in information and updates to our Services or to our Privacy Policy.

**Marketing and event communication:** We use Personal Data to deliver marketing and event communications to you across various platforms, such as e-mail, direct mail, social media, and online via our Sites. We also may send you invitations to trade shows or trainings relating to our Services that occur nearby you, based on your address.

Third parties may also market to you on our behalf based on your use of their third-party services. For example, some tradeshow organizers may collect precise geolocation (latitude and longitude) data when you grant permission through your mobile device’s system settings. Once you give permission, the tradeshow organizer may use your mobile device’s GPS, Bluetooth, or Wi-Fi connections to serve geotargeted information about Minitab, such as booth location. You should consult and review the relevant third-party privacy statement or policy for information on their data processing practices.

If we send you a marketing e-mail, it will include instructions on how to opt out of receiving these e-mails in the future. We also maintain e-mail preference centers for you to manage your information and marketing preferences. For information about managing e-mail subscriptions and promotional communications, please visit the Your Rights Regarding Personal Data section of this privacy statement. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

**How We Share Personal Data**

It is the policy of Minitab and our wholly owned subsidiaries and affiliates to protect Personal Data both online and off-line. Access to Personal Data is restricted to only those employees or agents, contractors or subcontractors of Minitab who have valid reasons to access this information to perform any service you have requested or authorized, or for any other purpose described in this Privacy Policy. The information you provide will not be sold or rented to third parties.

We may provide your Personal Data to:

- Minitab-controlled affiliates and subsidiaries, located in and outside your country, including outside the European Union (in such case, we will use appropriate legal framework to operate data transfers);
- outsourced service providers who perform functions on our behalf, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers). For example, when you provide payment data to make a purchase, we will share payment data with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction;
- our authorized agents and representatives, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers), who sell products or provide services on our behalf, such as training service providers or product resellers;
• anyone expressly authorized by you to receive your Personal Data;
• anyone to whom we are required by law to disclose Personal Data, upon valid and enforceable request thereof.

Finally, we will access, disclose, and preserve Personal Data, including your Content, when we have a good faith belief that doing so is necessary to:

1. comply with applicable law or respond to valid legal processes, including from law enforcement or other government agencies, upon valid and enforceable request thereof; or
2. operate and maintain the security of our Services, including to prevent or stop an attack on our computer systems or networks.

Please note that some of our Services may direct you to services of third parties whose privacy practices differ from Minitab’s. If you provide Personal Data to any of those services, your data is governed by their privacy statements or policies. Minitab, LLC and our wholly owned subsidiaries and affiliates are not responsible for the privacy practices of these other sites. Please review the privacy policies for these web sites to understand how they process your information.

We require third parties to only use your Personal Data for the specific purpose for which it was given to us and to protect the privacy of your Personal Data. We will only disclose your personal data to third parties who agree to keep your information confidential.

**Handling of Personal Data**

**Security of Personal Data**

Minitab is committed to protecting the security of your Personal Data. Depending on the circumstances, we may hold your Personal Data in hard copy and/or electronic form. For each medium, we use technologies and procedures to protect Personal Data. We review our strategies and update as necessary to meet our business needs, changes in technology, and regulatory requirements.

These measures include, but are not limited to, technical and organizational security policies and procedures, security controls and employee training.

**Storage and Transfer of Personal Data**

Personal Data collected by Minitab may be stored and processed in your region, in the United States or in any other country where Minitab, its affiliates or contractors maintain facilities, including outside the European Union. We take steps to ensure that the data we collect under this Privacy Policy is processed pursuant to the terms thereof and the requirements of applicable law wherever the data is located.

Minitab also collaborates with third parties such as cloud hosting services and suppliers located around the world to serve the needs of our business, workforce, and customers. In some cases, we may need to disclose or transfer your Personal Data within Minitab or to third parties in areas outside of your home country. When we do so, we take steps to ensure that Personal Data is processed, secured, and transferred according to applicable law.
Approved by GSA 17 August

We may use and transfer to any other app information received from Google APIs and will adhere to the Google API Services User Data Policy, including the Limited Use requirements.

If you would like to know more about our data transfer practices, please contact our Data Protection Office at dpo@minitab.com.

Retention of Personal Data

Minitab retains Personal Data for as long as necessary to provide the Services and fulfill the transactions you have requested, or for other business purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We are required by law to keep some types of information for certain periods of time (e.g., statute of limitations). If your Personal Data is no longer necessary for the legal or business purposes for which it is processed, we will generally destroy or anonymize that information.

Your Rights Regarding Your Personal Data

Minitab respects your right to access and control your Personal Data. You have choices about the data we collect. When you are asked to provide Personal Data that is not necessary for the purposes of providing you with our Services, you may decline. However, if you choose not to provide data that is necessary to provide a Service, you may not have access to certain features or Services.

We aim to keep all Personal Data that we hold accurate, complete and up-to-date. While we will use our best efforts to do so, we encourage you to tell us if you change your contact details and this can be easily accomplished using the Manage Account section. However, if you believe that the information we hold about you is incorrect, incomplete, or out-of-date, please contact dpo@minitab.com or call +1-814-238-3280 or +1-800-448-3555.

Access to Personal Data: In some jurisdictions, you have the right to request access to your Personal Data. In these cases, we will comply, subject to any relevant legal requirements and exemptions, including identity verification procedures. Before providing data to you, we will ask for proof of identity and sufficient information about your interaction with us so that we can locate any relevant data. We may also charge you a fee for providing you with a copy of your data (except where this is not permissible under applicable law).

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

Correction and deletion: In some jurisdictions, you have the right to correct or amend your Personal Data if it is inaccurate or requires updating. You may also have the right to request deletion of your Personal Data. Please note that such a request could be refused because your Personal Data is required to provide you with the Services you requested, e.g., to deliver a Service or send an invoice to your e-mail address, or that it is required by the applicable law.

Portability: If you reside within the European Union, you have the right to ask for a copy of your Personal Data and/or ask for it to be ported to another provider of your choice. Please note that such a request
could be limited to Personal Data you provided us with or that we hold at that given time and subject to any relevant legal requirements and exemptions, including identity verification procedures.

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Marketing preferences:** If you have provided us with your contact information, we may, subject to any applicable Spam Act or similar regulation, contact you via e-mail, postal mail or telephone about Minitab products, services and events that may be of interest to you, including our newsletter.

E-mail communications you receive from Minitab will generally provide an unsubscribe link allowing you to opt-out of receiving future e-mail or to change your contact preferences. E-mail communications may also include a link to directly update and manage your marketing preferences. If you have a web account with Minitab, you can also change your contact preferences through the [Manage Account](http://www.minitab.com/contact-us/) section of our website. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

You can also request changes to your account by contacting Minitab via e-mail, postal mail, telephone or fax at the appropriate location found at: [http://www.minitab.com/contact-us/](http://www.minitab.com/contact-us/) or by e-mailing [unsubscribe@minitab.com](mailto:unsubscribe@minitab.com).

### Cookies & Similar Technologies

Minitab uses cookies (small, often encrypted, text files that are stored on your computer or mobile device) and similar technologies ("cookies") to provide our Services and help collect data. This [Cookies Policy](http://www.minitab.com) explains how we use cookies to collect information about the way you use our Services, and how you can control them.

### Social Sharing and Social Login

#### Social Sharing

We also embed social sharing icons throughout our Sites. These sharing options are designed to enable users to easily share content from our Sites with their friends using a variety of different social networks. If you choose to connect using a social networking or similar service, we may receive and store authentication information from that service to enable you to log in and other information that you may choose to share when you connect with these services. These services may collect information such as the web pages you visited and IP addresses, and may set cookies to enable features to function properly. We are not responsible for the security or privacy of any information collected by these third parties. You should review the privacy statements or policies applicable to the third-party services you connect to, use, or access. If you do not want your Personal Data shared with your social media account provider or other users of the social media service, please do not connect your social media account with your account for the Services and do not participate in social sharing on the Services.

#### Social Login
Certain Services may allow you to login or create an account by using your Facebook or Google ("Social Login Providers") login information ("Social Login"). When you use Social Login, Minitab may request your identity provider id, email address, and full name from the Social Login Providers. This information is used, stored, and processed by the Services subject to this Privacy Policy. Minitab does not use, store, or process any other information accessible through the Social Login Providers. Your use of Social Login is also subject to the Social Login Providers privacy policies available at: Facebook - https://www.facebook.com/privacy/explanation; Google - http://www.google.com/policies/privacy.

Retargeting and Remarketing

Minitab uses third-party vendor Retargeting tracking cookies, pixels, and other technologies including Google Ads, Facebook Pixel and Facebook SDK, LinkedIn Ads, Twitter Ads, Yahoo Gemini Ads, and Microsoft Universal Event Tracking (Bing Ads), to collect data about your activities that does not personally or directly identify you when you visit our website, the website of entities for which we serve advertisements, or the websites and online services where we display advertisements. This information may include the content you view, the date and time that you view this content, the products you purchase, or your location information associated with your IP address. We use the information we collect to serve you more relevant advertisements (referred to as "Retargeting" or "Remarketing"). We collect information about where you saw the ads we serve you and what ads you clicked on to measure the success of our advertising campaigns.

If you do not wish to participate in third-party Retargeting or Remarketing, you can find out more information about how to opt-out by visiting the links below:

Google Ads: https://www.google.com/settings/ads/onweb/

Facebook: https://www.facebook.com/ads/website_custom_audiences/


Yahoo Gemini Ads: https://policies.yahoo.com/xa/en/yahoo/privacy/topics/opt-outfaq/

Microsoft (Bing Ads): https://account.microsoft.com/privacy/ad-settings/signedout

To opt-out of targeted advertising on your iOS or iPadOS device, you can enable Limit Ad Tracking by going to Settings > Privacy > Advertising and turning on Limit Ad Tracking.

HOW TO OPT OUT OF TARGETED ADVERTISING

You can generally opt-out of receiving personalized ads from third-party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising (DAA) by visiting the opt-out pages on the NAI website (http://optout.networkadvertising.org) and DAA website (http://www.aboutads.info/choices/).
**U.S. Children’s Online Privacy Protection Act**

**OUR SITES ARE NOT INTENDED FOR CHILDREN**

The Services are not directed to or intended for use by children under the age of 16. Consistent with the requirements of the U.S. Children’s Online Privacy Protection Act, if we learn that we received any information directly from a child under age 13 without his or her parent’s verified consent, we will use that information only to inform the child (or his or her parent or legal guardian) that he or she cannot use the Sites or Services.

If you are a California resident who is under age 18 and you are unable to remove publicly-available content that you have submitted to us, you may request removal by contacting us at the address specified below in the "Questions or Complaints Handling" section of this Privacy Policy. When requesting removal, you must be specific about the information you want removed and provide us with specific information, such as the URL for each page where the information is located, so that we can find it. We are not required to remove any content or information that: (1) federal or state law requires us or a third party to maintain; (2) was not posted by you; (3) is anonymized so that you cannot be identified; (4) you don’t follow our instructions for removing or requesting removal; or (5) you received compensation or other consideration for providing the content or information. REMOVAL OF YOUR CONTENT OR INFORMATION FROM THE SITE DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF THAT CONTENT OR INFORMATION FROM OUR SYSTEMS OR THE SYSTEMS OF OUR SERVICE PROVIDERS. We are not required to delete the content or information posted by you; our obligations under California law are satisfied so long as we anonymize the content or information or render it invisible to other users and the public.

**EU-U.S. and Swiss-U.S. Privacy Shield Frameworks**

Minitab participates in the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks. Please see our Privacy Shield Policy for information about Minitab’s data practices regarding personal information it receives from European Union member countries and Switzerland pursuant to the respective Privacy Shield frameworks. To learn more about the Privacy Shield program generally, and to view Minitab’s certification, please visit https://www.privacyshield.gov/. In the event Privacy Shield is no longer deemed adequate by the European Commission, Minitab shall continue to comply with its requirements under the Privacy Shield framework, and otherwise take steps to comply with the EU General Data Protection Regulation.

**Notice to Users Outside the United States**

Minitab is headquartered in the United States. Your use of our Services is governed by United States law. If you are using the website from outside of the United States, your information may be transferred to, stored, and processed in the United States where Minitab’s servers are located. In accordance with and as permitted by applicable law and regulations, we reserve the right to transfer your information, process, and store it outside your country of residence to wherever we or our third-party service providers operate.

**Questions or Complaints Handling**
We understand that you may have questions or concerns about this Privacy Policy or our privacy practices or may wish to file a complaint. In such case, please contact us in one of the following ways:

**Minitab Data Protection Office**

**Email:** dpo@minitab.com

**Phone:** +1-814-238-3280 or +1-800-448-3555

**Mail:** Attention: Data Protection Office

Minitab, LLC

1829 Pine Hall Road

State College, PA 16801 USA

If you are not satisfied with our answer or how Minitab manages your Personal Data, you may also have the right to make a complaint to a data protection regulator. If you reside within the European Union, a list of National Data Protection Authorities can be found here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you reside in Australia, you may obtain information about privacy and lodging a complaint with the Federal Privacy Commissioner (FPC) at [www.oaic.gov.au](http://www.oaic.gov.au).

## Changes To This Privacy Policy

We may update this Privacy Policy based upon evolving laws, regulations, and industry standards, or as we may make changes to our business including our Services. We will post changes to our Privacy Policy on this page and encourage you to review our Privacy Policy when you use our Services to stay informed. If we make changes that materially alter your privacy rights, Minitab will provide additional notice, such as via e-mail or through the Sites or other Services. Any material updated to this Privacy Policy shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms. You may also request access and control of your Personal Data as outlined in the [Your Rights Regarding Personal Data](#) section of this Privacy Policy.
LICENSE AGREEMENT FOR MINITAB WORKSPACE®


MINITAB WILL LICENSE THE SOFTWARE TO YOU ONLY UPON CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT (“AGREEMENT”). IF YOU INSTALL, COPY, EXECUTE A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT FOR THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL THE TERMS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, ACTIVATE OR USE THE SOFTWARE.

BY EXECUTING A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT FOR THE SOFTWARE, YOU AGREE THAT THIS AGREEMENT APPLIES TO YOU; AND IF THE SOFTWARE IS ACQUIRED, INSTALLED AND/OR USED ON BEHALF OF ANY OTHER PERSON OR A LICENSED ENTITY (FOR EXAMPLE, YOUR EMPLOYER), YOU AFFIRM THAT YOU HAVE BEEN AUTHORIZED BY SUCH PERSON OR LICENSED ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ON THEIR BEHALF.

YOU HAVE PURCHASED AND/OR OBTAINED ONLY A LICENSE TO USE THIS SOFTWARE IN ACCORDANCE WITH THE APPLICABLE TERMS CONTAINED IN THIS AGREEMENT. YOU DO NOT OWN THIS SOFTWARE. YOU DO NOT HAVE, ACQUIRE OR OBTAIN ANY OWNERSHIP, PROPERTY RIGHTS OR TANGIBLE INTEREST IN THIS SOFTWARE. YOU DO NOT HAVE, ACQUIRE OR OBTAIN ANY RIGHTS TO SELL OR RESELL THIS SOFTWARE.

The terms of this License Agreement do not apply if (i) this Software has been furnished to You pursuant to a separate, written license agreement executed by You and Minitab, or (ii) You are only installing a renewal, update, upgrade, or new release, of this Software in full compliance with a prior existing License Agreement.

The type of license You have subject to this Agreement is listed in the purchase confirmation, receipt, and/or on the invoice You received from Us. Any purchase order submitted by You is subject to section 6.10 herein.

1. Terms and Conditions

1.1 Software License Term; Renewal. Based on the type of license You have purchased subject to this Agreement, You are granted a non-exclusive, personal, limited license to use this Software subject to the terms, payment of fees, conditions, restrictions, and limitations contained herein:

i. For a period of months, according to the length of the term, if You have a Term License.
ii. For a period of one (1) year from the first day of the month following Your purchase if You have a One-Year License.
   a. A One-Year License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.

iii. For a period of three (3) years from the first day of the month following Your purchase if You have a Three-Year License.
   a. A Three-Year License fee is fixed during the three (3) year term, and is paid in three (3) equal payments:
      1. At the time of Your initial purchase;
      2. One (1) year after the date of Your initial purchase; and
      3. Two (2) years after the date of Your initial purchase.
   b. You will only receive continued access to the Software upon payment of the license fee in accordance with section 1.1.iii.a above; and
   c. A Three-Year License receives, at no additional charge, new releases of the Software as they become available during the term(s) of the license so long as You are in full compliance with this Agreement.

iv. You will only receive continued access to the Software if prior to expiration of a license term:
   a. We receive Your payment of the then-current license fee for renewal in accordance with the renewal invoice We send You; or
   b. We receive a purchase order or other written or electronic confirmation, acceptable to Us, of Your intent to renew and to pay the then-current license fee in accordance with the renewal invoice We send You.

v. At the time of renewal, a license has the option to renew for a One-Year or Three-Year license term by executing a written Purchase Order.

1.2 License Fee; Adding Authorized Users. The license fee You pay as set forth on any invoice You receive from Us regarding this Software governs the number of Authorized Users permitted. You may increase the number of Authorized Users of the Software during the term(s) of the license by paying additional user fees for the time remaining in Your then-current license term.

1.3 Taxes. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

1.4 Operating System. The Software is designed for use with the operating system selected upon download subject to the applicable Systems Requirements attached hereto.

1.5 Virtualized Environments. The Software may be capable of being used in some virtualized environments, but not all virtualization methods may be supported. The use of the Software with virtualized environments will be at the Licensee’s own risk.
1.6 **Minitab Technology.** You acknowledge that We retain all right, title, and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, all documentation, and any and all related and underlying technology and documentation; and any derivative and transformative works, modifications, or improvements of any of the foregoing including as may incorporate Feedback (collectively, “Minitab Technology”). Except for the express limited rights set forth in this Agreement, no right, title, or interest in any Minitab Technology is granted to You. We may freely use and incorporate into Minitab Technology any suggestions, enhancement requests, recommendations, requirements, corrections, and feedback provided by You or by any Authorized Users (“Feedback”).

1.7 **Authorized Use.** This Agreement permits You, or Your authorized employees and independent contractors (“Authorized Users”) to use the Software only on a computer owned, leased, or otherwise controlled by You.

   i. If You are a Licensed Entity, the Software may be used by Your current divisions, subsidiaries, or affiliates, domestic or international, controlling, or controlled by or under common control with You. For purposes of clarity, the definition of “control” as used herein means either:

      a. the direct or indirect ownership of not less than fifty percent (50%), or the maximum allowed by local law if less, of the voting equity of Your division, subsidiary, or affiliate; or
      b. the right and authority to manage and enforce the terms of this Agreement within the respective division, subsidiary, or affiliate.

   ii. Each named Authorized User must have a single unique User ID and Login password (“User Credentials”) and keep their User Credential information strictly confidential and not share such information with any unauthorized person.

   iii. Use of the Software on a computer owned by a third-party is prohibited unless that third-party is at that time providing IT services to You for this Software, and:

      a. You make every reasonable effort to advise Us of the identity of the third-party; and
      b. You agree to be responsible for that third-party’s compliance with this Agreement.

   iv. Installation of this Software on a server that allows You access to this Software or any of its functionality via a public network or the Internet without the use of a password-protected secure portal is prohibited unless permission to do so has been granted through the establishment of a separate license agreement with Us.

   v. Except as set forth in this section 1.7, You may not provide or otherwise make the Software, or any functionality of the Software, accessible or available in any form to any third-party without prior written approval from Us.

1.8 **Support.** Minitab provides You, at no additional charge, reasonable amounts of technical support in accordance with Our published Support Policy attached heretofore so long as this current Software release is widely distributed as determined by Minitab, and for one (1) year thereafter.
1.9 **General Restriction.** You may not disassemble, de-compile, or reverse engineer this Software or otherwise attempt to recreate this Software or any functionality or capability of this Software, except to the extent applicable laws specifically prohibit such restriction (and then only upon advance written notice to Us).

1.10 **Your Data; Privacy.** You understand and agree regarding Your privacy and data content that:

i. Your use of this Software is also governed by Our Privacy Policy [attached hereeto](#), which describes how we collect and use information, including personal information about You and information about the systems on which the Software has been installed.

ii. You determine the purposes and means of the processing ("control") of personal information included in Your data content and files You create using the Software and are the controller of such data content. We do not collect, record, organize, structure, store, adapt or alter, retrieve, consult, use, disclose by transmission, disseminate, or otherwise make available, align, or combine, restrict, erase, or destroy (collectively "process") personal information included in Your data content or files You create using the Software. We specifically disclaim that We are a “data controller” or “data processor” of Your data content as those terms are defined under applicable law.

iii. When enabled, We may collect statistical data, trends, and usage information of the features of the Software derived from use of the Software by You ("Usage Data"). Usage Data is only used by Us for purposes of evaluating improvements and enhancements to the Software and We are the sole and exclusive owner of any collected Usage Data. For purposes of clarity, collection of Usage Data is defaulted off in this Software and can only be enabled by You.

1.11 **Disabling Routine.** This Software contains a routine designed to disable this Software automatically for:

i. Term Licenses: at the end of the license term;

ii. One-Year Licenses: at the end of each annual term, unless the Agreement is renewed; and

iii. Three-Year Licenses: at the end of each year during the three (3) year term, unless the required license fee is paid in accordance with section 1.1.iii.a, and at the end of each Three-Year term, unless the Agreement is renewed.

1.12 **Software Update Manager.** Along with this Software, You have been provided an option to use the Software Update Manager. If You choose not to use the Software Update Manager on Your computer or those of Your Authorized Users, You understand and take responsibility and waive any recourse against Us for the non-delivery of information, which could include critical updates, bug fixes, and/or notifications of problems or errors. If You choose not to use this service for Your Authorized Users, We recommend that You install the Software Update Manager on at least one regularly monitored computer so that You can continue to receive such notices.

1.13 **Third Party Software.** We have obtained all appropriate licenses for any third-party software distributed with or included in this Software. Third party software is licensed to You
under the terms of this Agreement. (Publicly Available Software is defined in Indemnification section 2.1 and is not “third party software” as used in this Agreement.)

1.14 Termination by You. Termination of this Agreement for the Government’s Convenience is governed by GSAR 552.212-4(l).

1.15 Termination for Cause. Termination of this Agreement for Cause is governed by GSAR 552.212-4(m). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting

2. INDEMNIFICATION

2.1 Indemnification by Us. We shall defend or settle at Our expense any third party claim brought against You alleging that this Software, when used as authorized under this Agreement, infringes such third-party’s copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. The foregoing indemnification obligation excludes any obligation with respect to any component of this Software that is Publicly Available Software, as defined below. If any infringement claim with respect to Your use of this Software may be or has been asserted, We shall, at Our option and expense, (a) procure the right to continue using this Software, or (b) replace or modify this Software to eliminate the infringement while providing functionally equivalent performance. If neither (a) or (b) above are reasonably feasible as determined in Our sole discretion, We may terminate Your license for this Software and refund to You the pro-rata amount of any prepaid fees for the remaining then-current term for this Software. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to this Software not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of this Software, or (iii) use, combination, or incorporation of this Software, or improvements thereto, with product or services not provided by Us. You acknowledge that the indemnification in this section states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

“Publicly Available Software” means (a) any software that contains, or is derived in any manner (in whole or in part) from any software that is distributed as free software, open source software or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code
form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

2.2 Reserved.

3. LIMITED WARRANTY

We warrant that the functions contained in this Software will operate in substantial conformity with its documentation and without substantial program errors, but We do not warrant that all defects will be corrected. Our entire liability, and Your exclusive remedy for a breach of this Limited Warranty shall at Our option either be (a) replacement of the Software with a reasonable alternative, or (b) termination of this Agreement and a refund to You of the pro-rata amount of any prepaid fees for the remaining then-current term for this Software. This Limited Warranty does not extend to any claim resulting from Your unauthorized modification of this Software or from use or incorporation of this Software in any manner for which it is not designed or permitted. Publicly Available Software is provided without warranty.

4. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3, THE SOFTWARE AND ALL PUBLICLY AVAILABLE SOFTWARE INCLUDED IN THE SOFTWARE ARE PROVIDED “AS IS” AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

5. LIMITATION OF REMEDIES AND DAMAGES

5.1 Consequential Damages Waiver. EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTION 1.7.V (AUTHORIZED USE), SECTION 1.9 (GENERAL RESTRICTION), AND SECTION 2 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING
FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

5.2 **Liability Cap.** EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTION 1.7.V (AUTHORIZED USE), SECTION 1.9 (GENERAL RESTRICTION), AND SECTION 2 (INDEMNIFICATION), EACH PARTY’S AND ITS AFFILIATES’ ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID UNDER THE APPLICABLE PURCHASE ORDER.

6. **Miscellaneous**

6.1 **Relationship.** The Parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.

6.2 **Assignment.** This Agreement and Software license may not be resold, assigned, or otherwise transferred to another person or entity without Our written permission, which permission shall not be unreasonably withheld.

6.3 **Export Controls.** You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) You represent and warrant that neither You nor Your owners, officers, directors, member company(ies) and those of Your Affiliates are listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and (b) You shall not and shall not permit any third parties to access or use the Software in violation of any U.S. export embargo, prohibition or restriction.

6.4 **Verification of Use.** You agree to keep accurate records sufficient to provide auditable verification that Your use of Our Software is in compliance with the terms and conditions of this Agreement. We, or Our specifically designated representatives, have the right to verify Your compliance with this Agreement, at Our expense, during the term of this Agreement and for a period of one (1) year thereafter. Verification will take place upon reasonable notice during normal business hours, subject to Government security requirements, and in a manner that does not interfere unreasonably with Your operations. If verification reveals unlicensed use of Our Software, You must promptly order sufficient licenses at Our then-current GSA Schedule pricing to permit the usage disclosed. If We undertake such verification and do not find material unlicensed use of Our Software, We will not undertake another verification of the same Licensed Entity for at least one (1) year. We will use the information obtained in compliance verification only to enforce Our rights and to determine whether You are in compliance with the applicable terms of this Agreement.

6.5 **Government Use.** The Software constitutes restricted computer software and is provided to the U.S. government subject to restricted rights as described in FAR 52.227-14. Any additional
technical data provided to the U.S. government pursuant to this Agreement constitutes limited rights data and is subject to limited rights as described in FAR 52.227-14 and DFARS 252.227-7015. If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be attached to this Agreement.

6.6 Governing Law. This Agreement is governed by and construed in accordance with the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

6.7 Partial Invalidity. The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.8 Reserved.

6.9 Waivers. No failure by either party to enforce a provision of this Agreement, and no waiver by either party of its rights under any provision thereof, will be deemed a waiver of subsequent breaches.

6.10 Priority. A conflict between the terms and conditions of this Agreement, a Purchase Order, the terms and conditions of the GSA Schedule Contract, or any other document shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

6.11 Entire Agreement; Amendments. This Agreement and the attached Support Policy, System Requirements, and Privacy Policy constitute the entire agreement between the parties respecting Your use of this Software and supersede any prior written or oral agreements between the parties.

6.12 Updated Terms; Evolution of Law. We reserve the right to update the terms of this Agreement at any time when necessary to comply with legal or mandatory changes to applicable laws and regulations and We will use reasonable efforts to notify You in advance when We do.

6.13 Notice. Except as otherwise provided in this Agreement, all notices must be in writing and deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); or (c) the fourth business day after mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address You have provided to Minitab or to such other address either party may, from time to time, provide to the other party in accordance with this notice provision.

6.14 Survival. All provisions that should survive, including sections 1.1 (to the extent fees are due and owing), 1.2, 1.3, 1.10, 1.14, 1.15, 2, 4, 5 and 6 survive the termination of this Agreement.

LAV: 03March2021
System Requirements

Desktop App

- **Operating System:** Windows 8.1 or Windows 10
- **RAM** 32-bit systems: 1 GB (minimum), 2+ GB (recommended); 64-bit systems: 2 GB (minimum)
- **Processor:** At least Pentium 4 or compatible processor, 1 GHz or higher
- **Hard Disk Space:** 2 GB (minimum) free space available

* Additional required software will be installed with the application: .NET Framework 4.7.2, and Microsoft Visual C++ 2019 Redistributable (x86)

- **Browser:** A browser is required for online Help
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** Internet connection required for installation/activation of product and accessing help content

Multi-user License Manager

- Multi-user license installations also require the Minitab License Manager ([verify you have the latest version of the License Manager](#)), which has the following recommended system requirements:
  - **Operating System:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, or Windows 10. It is a best practice to run license servers on a server-based OS.
  - **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
  - **Connectivity:** At least one enabled network interface card
Support Policy

Phone, email, and online support is available for the current release of the desktop products and for one year after they are no longer widely distributed. This support includes assistance with installation and deployment, product activation, maintenance releases, licensing, use of the software and interpretation of the output.

Phone, email, and online support is available for the cloud-based products including assistance with access to and use of the products, interpretation of the output, and installation of the desktop components.

Once a product reaches the Support End Date, customers will no longer receive support regarding the use of the software, interpretation of output, installation, product activation, or licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

Download the latest version of our desktop products now at http://www.minitab.com/downloads/.

<table>
<thead>
<tr>
<th>Product</th>
<th>Released</th>
<th>Support End Date</th>
<th>Environments Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minitab 20.x Desktop App</td>
<td>21-Oct-2020</td>
<td>TBD</td>
<td>Windows: 8.1, 10 (64-bit only)</td>
</tr>
<tr>
<td>Minitab Web App</td>
<td>21-Oct-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Product</td>
<td>From Date</td>
<td>To Date</td>
<td>Browsers/Operating Systems</td>
</tr>
<tr>
<td>------------------</td>
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<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Minitab Connect</td>
<td>21-Oct-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Real-Time SPC</td>
<td>28-Jul-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Express 1.5.x</td>
<td>18-May-2016</td>
<td>1-Jun-2021</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>macOS: 10.12, 10.13, 10.14</td>
</tr>
<tr>
<td>Workspace 1.x</td>
<td>7-Apr-2020</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td>Companion 5.4.x,</td>
<td>10-Dec-2019</td>
<td>7-Apr-2020</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td>5.5.x</td>
<td>7-Apr-2020</td>
<td>24-Mar-2022</td>
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</tr>
<tr>
<td>Engage Web App</td>
<td>24-Mar-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge</td>
</tr>
<tr>
<td>Engage 6.x</td>
<td>24-Mar-2021</td>
<td>TBD</td>
<td>Windows: 8.1, 10</td>
</tr>
<tr>
<td>SPM 8.3.x</td>
<td>28-Nov-2018</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10 (SPM 8.3 -64 bit only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Linux: Ubuntu 14.04, 16.04, CentOS 6.9, 7.5, RHEL 6.9, 7.5</td>
</tr>
</tbody>
</table>

TBD = To be determined
The Support End Date in the table above references when customers will no longer receive support with use of the software, interpretation of output, installation, product activation, and licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

**Minitab License Manager**

The Minitab License Manager software is utilized in multi-user installations. This software manages the licensing information and allows Minitab applications to launch. As with our main products, we enhance and upgrade our License Manager solutions and need to sunset older versions. The chart below outlines the currently supported versions of the Minitab License Manager and the compatible versions of Minitab applications. We encourage all our customers to be on the latest versions of all of our solutions to take advantage of our world class support, features and functionality.

<table>
<thead>
<tr>
<th>Version</th>
<th>Released</th>
<th>Support End Date</th>
<th>Minitab Versions</th>
<th>Environments Supported</th>
</tr>
</thead>
</table>
Cloud-Based Products

Minitab® Statistical Software – Web App, Minitab Engage™, Quality Trainer®, Real-Time SPC Powered by Minitab®, Minitab Connect™ and Companion by Minitab™

Service Level Agreement Terms (SLA)

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): Error that results in loss of all of the Service’s processing capability.
- Level 2 (Medium): Error that disables major functions from being performed and therefore affects the normal operation of the Service.
- Level 3 (Low): Error that disables only certain non-essential functions, does not affect normal operation of the Service, and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Service is returned to operation. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Service returns to operation.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Desktop Products
Minitab® Statistical Software – Desktop App, Minitab Express™, Minitab Workspace™ and SPM® – Salford Predictive Modeler

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): An Error in the Software that results in a complete loss of operational functionality.
- Level 2 (Medium): An Error in the Software that results in a loss of major functionality affecting normal operation of the Software.
- Level 3 (Low): An Error in the Software that results in loss of only certain non-essential functionality and does not affect normal operation of the Software and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Software is returned to operational functionality. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Software returns to operational functionality.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Statistical Consulting

If you need assistance using a statistical tool or understanding the output generated by the software, our technical support team can help. However, if you need help choosing an appropriate statistical tool for your project or interpreting the output relative to your
process, you need the personalized support available through our Statistical Consulting service.

To help clarify the differences between technical support and statistical consulting, consider the following examples:

**Technical Support Questions**

How do I create a fractional factorial design in Minitab?

What does the number of distinct categories mean in the Gage R&R output, and how is it calculated?

When I analyze my data using regression, I get an error. What does the error mean?

**Statistical Consulting Questions**

Should I create a fractional factorial design for my project?

I have four distinct categories, according to my Gage R&R output. Is this acceptable?

Should I use regression to analyze my data?

In some cases, our technical support staff may provide assistance with statistical concepts as part of answering a question about software use. But questions that are clearly about statistical concepts are referred to our statistical consultants, all of whom are seasoned statisticians with years of quality improvement experience.

**Statistical Tutoring**

If you have a few general statistical questions related to an analysis in our software, our technical support team is often able to assist. However, the technical support team does not provide extensive statistical instruction. You will need to begin building a foundation of knowledge via a statistical reference that thoroughly covers the tool or topic of interest. You may also want to consider:

- Help Online
- Training
- Tutoring through our Statistical Consulting service
Questions that indicate a need for more extensive statistical instruction than our technical support team provides will most often be referred to one of the previously mentioned resources.
Privacy Policy

Effective Date: 05/06/2021

Minitab, LLC (“Minitab” or “we”) is committed to privacy and data protection. This Privacy Policy applies to all Personal Data Minitab collects from you (either an individual or a single entity acting on behalf of its authorized individual users), through our interactions with you and through our products; as well as how we use and protect that data. Minitab is the controller of this data.

The Privacy Policy applies to all websites which are run by, or under the control of, Minitab, LLC (collectively, the “Sites”), and our applications, products, and services (including the Sites) (collectively, the “Services”). All references to “Minitab”, “the Company”, “we” and “our” include not only Minitab, LLC, located at 1829 Pine Hall Road, State College, PA, 16801-3210 USA, but also our wholly owned subsidiaries and affiliates, unless expressly stated otherwise.

This Privacy Policy does not apply to the data you input to our Services, or the files generated using our Services (“Your Content”). You act as the controller of Your Content.

This Privacy Policy does not apply to any third-party applications or software that integrate with our Services, or any other third-party products, services, or businesses (collectively, “Third Party Services”). Third Party Services are governed by their own privacy policies. We recommend you review the privacy policy governing any Third-Party Services before using them.

We may provide additional disclosures relating to the processing of personal information about residents of certain countries, regions, or states. Listed below are additional disclosures that may be applicable to you.

- If you are a California resident, please see the additional privacy disclosures in the Privacy Notice For California Residents.

Any questions or concerns regarding Minitab’s privacy and data protection practices can be directed to our Data Protection Office at dpo@minitab.com or by calling +1-814-238-3280 or +1-800-448-3555.

Personal Data We Collect

Minitab collects data to provide the Services you request, ease your navigation on our Sites, communicate with you, and improve your experience using our Services. Some of this information is provided by you directly, such as when you create an account on our Sites, request a trial and/ or purchase a Service. Some of the information is collected through your interactions with our Services. We collect such data using technologies like cookies and other tracking technologies, error reports, and usage data collected when you interact with Minitab Services running on your device.

We also obtain data from third parties or use third parties to assist us with data collection. For example, we may supplement the data we collect as described in this section by purchasing demographic data from other companies. We also use services from other companies to help us determine a location based on
your IP address notably to customize certain services to your location. In addition, we utilize third-party services to collect usage data.

The data we collect depends on the Services and features thereof that you use, and includes the following:

**Name and contact data.** We collect your first and last name, e-mail address, postal address, phone number, and other similar contact data.

**Credentials.** We process passwords and related security information used for authentication and account access and information security purposes.

**Payment data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number).

**Usage data.** We collect personalized information about your use of our Services, to better understand uses thereof and identify potential improvements, as well as to send you promotional communications or offers tailored to your use of our Services.

Examples include:

- Information based on your use of our Services running on your device. This includes the types of files being imported, the types and frequency of tools and commands being used, the size and nature of projects, and the frequency and duration of use. Note that we do not collect any of the data that you input/use in our Services, only analytical data about how you use the Service.
- Information on the web pages you visit on and off our Sites and the search terms you enter on our Sites.
- Information regarding the performance of our Services and any problems you may experience while using them. This information enables us to diagnose problems and offer support in resolution.
- Data about your device and the network you use to connect to our Services, including IP address, device identifiers, and regional and language settings.

**Web requests.** For our cloud-based Services, we collect information regarding every web request sent to the relevant servers. This information is used to provide support, as well as to assess usage and performance of our Services. The data collected for each request can include such things as timestamps, any exception messages, user agent, IP address, e-mail address, request time and duration, as well as filenames.

**Location data.** We collect your IP address and infer location such as city or postcode therefrom, when necessary, in order to provide you with the Services or to send you promotional communications or for customer relationship management purposes.

**Content.** We may collect the content of messages you send to us, such as feedback or questions you ask our technical support representatives, when necessary to provide you with the Services you use. We will collect and utilize any data files you send to us for troubleshooting and improving our Services so long as you have anonymized, scrubbed, or deleted any personally identifiable information contained therein which you do not want us to collect or utilize. When you contact us, phone conversations or chat sessions.
with our representatives may be monitored and recorded in order to improve our services, facilitate the processing and resolution of your request or complaint.

**Surveys and Studies.** We may ask you to participate in a survey or study; and may request information from you. Participation is voluntary, and you have the choice of whether to disclose any requested information.

## How We Use Personal Data

Minitab uses information that we collect from customers and visitors for the purposes of:

- providing our Services;
- providing ongoing support;
- communicating with you, including promotional communications and customer relationship management (“CRM”);
- providing information about other Services;
- helping us run our company, for example to improve our Services or our security, train staff or perform marketing activities, including CRM;
- complying with our legal obligations and enforcing our legal rights, including the authorized use of our licenses; and
- accounting and other administrative purposes.

Examples of the uses of information include:

**Providing Services.** We use data to carry out your transactions with us and to provide Services to you. Often, this includes personal data such as e-mail, name, and address.

- Customer support. We use data to diagnose and address problems and provide other customer and support services.
- Activation. We use data, including device and application type, location, and unique device, application, network, and subscription identifiers to activate software and devices that require activation.
- Software Updates. Unless you have disabled the functionality of our Software Update Manager, our Services periodically communicate with our servers to perform functions such as checking for updates.

**Improving Services.** We use data to continually improve our Services, including adding new features or capabilities. Data is collected throughout your interactions with our Services that enable us to understand customer usage and tailor future capabilities.

We track general, non-personalized information (e.g., operating system, browser version and type of device being used) to know how many people visit specific pages of our Sites or utilize specific areas of our Services so that we may improve those Services. We may use your IP address to customize services to your location, such as the language displayed on our Sites.

Our [Cookies Policy](#) explains how we use cookies and similar technologies to collect information about the way you use our Services, and how to control them.
Please note that we use IP addresses on a highly restrictive basis to analyze trends, to administer the Sites, and to collect general information for aggregate use.

**Service Communications.** We use data we collect to deliver and personalize our communications with you. For example, we may contact you by e-mail or other means to notify you of changes in information and updates to our Services or to our Privacy Policy.

**Marketing and event communications:** We use Personal Data to deliver marketing and event communications to you across various platforms, such as e-mail, direct mail, social media, and online via our Sites. We also may send you invitations to trade shows or trainings relating to our Services that occur nearby you, based on your address.

Third parties may also market to you on our behalf based on your use of their third-party services. For example, some tradeshow organizers may collect precise geo-location (latitude and longitude) data when you grant permission through your mobile device’s system settings. Once you give permission, the tradeshow organizer may use your mobile device’s GPS, Bluetooth, or Wi-Fi connections to serve geo-targeted information about Minitab, such as booth location. You should consult and review the relevant third-party privacy statement or policy for information on their data processing practices.

If we send you a marketing e-mail, it will include instructions on how to opt out of receiving these e-mails in the future. We also maintain e-mail preference centers for you to manage your information and marketing preferences. For information about managing e-mail subscriptions and promotional communications, please visit the Your [Rights Regarding Personal Data](#) section of this privacy statement. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

**How We Share Personal Data**

It is the policy of Minitab and our wholly owned subsidiaries and affiliates to protect Personal Data both online and off-line. Access to Personal Data is restricted to only those employees or agents, contractors or subcontractors of Minitab who have valid reasons to access this information to perform any service you have requested or authorized, or for any other purpose described in this Privacy Policy. The information you provide will not be sold or rented to third parties.

We may provide your Personal Data to:

- Minitab-controlled affiliates and subsidiaries, located in and outside your country, including outside the European Union (in such case, we will use appropriate legal framework to operate data transfers);
- outsourced service providers who perform functions on our behalf, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers). For example, when you provide payment data to make a purchase, we will share payment data with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction;
- our authorized agents and representatives, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers), who sell products or provide services on our behalf, such as training service providers or product resellers;
• anyone expressly authorized by you to receive your Personal Data;
• anyone to whom we are required by law to disclose Personal Data, upon valid and enforceable request thereof.

Finally, we will access, disclose, and preserve Personal Data, including your Content, when we have a good faith belief that doing so is necessary to:

1. comply with applicable law or respond to valid legal processes, including from law enforcement or other government agencies, upon valid and enforceable request thereof; or
2. operate and maintain the security of our Services, including to prevent or stop an attack on our computer systems or networks.

Please note that some of our Services may direct you to services of third parties whose privacy practices differ from Minitab’s. If you provide Personal Data to any of those services, your data is governed by their privacy statements or policies. Minitab, LLC and our wholly owned subsidiaries and affiliates are not responsible for the privacy practices of these other sites. Please review the privacy policies for these web sites to understand how they process your information.

We require third parties to only use your Personal Data for the specific purpose for which it was given to us and to protect the privacy of your Personal Data. We will only disclose your personal data to third parties who agree to keep your information confidential.

**Handling of Personal Data**

**Security of Personal Data**

Minitab is committed to protecting the security of your Personal Data. Depending on the circumstances, we may hold your Personal Data in hard copy and/or electronic form. For each medium, we use technologies and procedures to protect Personal Data. We review our strategies and update as necessary to meet our business needs, changes in technology, and regulatory requirements.

These measures include, but are not limited to, technical and organizational security policies and procedures, security controls and employee training.

**Storage and Transfer of Personal Data**

Personal Data collected by Minitab may be stored and processed in your region, in the United States or in any other country where Minitab, its affiliates or contractors maintain facilities, including outside the European Union. We take steps to ensure that the data we collect under this Privacy Policy is processed pursuant to the terms thereof and the requirements of applicable law wherever the data is located.

Minitab also collaborates with third parties such as cloud hosting services and suppliers located around the world to serve the needs of our business, workforce, and customers. In some cases, we may need to disclose or transfer your Personal Data within Minitab or to third parties in areas outside of your home country. When we do so, we take steps to ensure that Personal Data is processed, secured, and transferred according to applicable law.
We may use and transfer to any other app information received from Google APIs and will adhere to the [Google API Services User Data Policy](#), including the Limited Use requirements.

If you would like to know more about our data transfer practices, please contact our Data Protection Office at [dpo@minitab.com](mailto:dpo@minitab.com).

### Retention of Personal Data

Minitab retains Personal Data for as long as necessary to provide the Services and fulfill the transactions you have requested, or for other business purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We are required by law to keep some types of information for certain periods of time (e.g., statute of limitations). If your Personal Data is no longer necessary for the legal or business purposes for which it is processed, we will generally destroy or anonymize that information.

### Your Rights Regarding Your Personal Data

Minitab respects your right to access and control your Personal Data. You have choices about the data we collect. When you are asked to provide Personal Data that is not necessary for the purposes of providing you with our Services, you may decline. However, if you choose not to provide data that is necessary to provide a Service, you may not have access to certain features or Services.

We aim to keep all Personal Data that we hold accurate, complete and up-to-date. While we will use our best efforts to do so, we encourage you to tell us if you change your contact details and this can be easily accomplished using the Manage Account section. However, if you believe that the information we hold about you is incorrect, incomplete, or out-of-date, please contact [dpo@minitab.com](mailto:dpo@minitab.com) or call +1-814-238-3280 or +1-800-448-3555.

**Access to Personal Data:** In some jurisdictions, you have the right to request access to your Personal Data. In these cases, we will comply, subject to any relevant legal requirements and exemptions, including identity verification procedures. Before providing data to you, we will ask for proof of identity and sufficient information about your interaction with us so that we can locate any relevant data. We may also charge you a fee for providing you with a copy of your data (except where this is not permissible under applicable law).

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Correction and Deletion:** In some jurisdictions, you have the right to correct or amend your Personal Data if it is inaccurate or requires updating. You may also have the right to request deletion of your Personal Data. Please note that such a request could be refused because your Personal Data is required to provide you with the Services you requested, e.g., to deliver a Service or send an invoice to your e-mail address, or that it is required by the applicable law.

**Portability:** If you reside within the European Union, you have the right to ask for a copy of your Personal Data and/or ask for it to be ported to another provider of your choice. Please note that such a request
could be limited to Personal Data you provided us with or that we hold at that given time and subject to any relevant legal requirements and exemptions, including identity verification procedures.

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Marketing preferences:** If you have provided us with your contact information, we may, subject to any applicable Spam Act or similar regulation, contact you via e-mail, postal mail or telephone about Minitab products, services and events that may be of interest to you, including our newsletter.

E-mail communications you receive from Minitab will generally provide an unsubscribe link allowing you to opt-out of receiving future e-mail or to change your contact preferences. E-mail communications may also include a link to directly update and manage your marketing preferences. If you have a web account with Minitab, you can also change your contact preferences through the Manage Account section of our website. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

You can also request changes to your account by contacting Minitab via e-mail, postal mail, telephone or fax at the appropriate location found at: [http://www.minitab.com/contact-us/](http://www.minitab.com/contact-us/) or by e-mailing unsubscribe@minitab.com.

**Cookies & Similar Technologies**

Minitab uses cookies (small, often encrypted, text files that are stored on your computer or mobile device) and similar technologies (“cookies”) to provide our Services and help collect data. This [Cookies Policy](#) explains how we use cookies to collect information about the way you use our Services, and how you can control them.

**Social Sharing and Social Login**

**Social Sharing**

We also embed social sharing icons throughout our Sites. These sharing options are designed to enable users to easily share content from our Sites with their friends using a variety of different social networks. If you choose to connect using a social networking or similar service, we may receive and store authentication information from that service to enable you to log in and other information that you may choose to share when you connect with these services. These services may collect information such as the web pages you visited and IP addresses, and may set cookies to enable features to function properly. We are not responsible for the security or privacy of any information collected by these third parties. You should review the privacy statements or policies applicable to the third-party services you connect to, use, or access. If you do not want your Personal Data shared with your social media account provider or other users of the social media service, please do not connect your social media account with your account for the Services and do not participate in social sharing on the Services.

**Social Login**
Certain Services may allow you to login or create an account by using your Facebook or Google ("Social Login Providers") login information ("Social Login"). When you use Social Login, Minitab may request your identity provider id, email address, and full name from the Social Login Providers. This information is used, stored, and processed by the Services subject to this Privacy Policy. Minitab does not use, store, or process any other information accessible through the Social Login Providers. Your use of Social Login is also subject to the Social Login Providers privacy policies available at: Facebook - [https://www.facebook.com/privacy/explanation](https://www.facebook.com/privacy/explanation); Google - [http://www.google.com/policies/privacy](http://www.google.com/policies/privacy).

**Retargeting and Remarketing**

Minitab uses third-party vendor Retargeting tracking cookies, pixels, and other technologies including Google Ads, Facebook Pixel and Facebook SDK, LinkedIn Ads, Twitter Ads, Yahoo Gemini Ads, and Microsoft Universal Event Tracking (Bing Ads), to collect data about your activities that does not personally or directly identify you when you visit our website, the website of entities for which we serve advertisements, or the websites and online services where we display advertisements. This information may include the content you view, the date and time that you view this content, the products you purchase, or your location information associated with your IP address. We use the information we collect to serve you more relevant advertisements (referred to as “Retargeting” or “Remarketing”). We collect information about where you saw the ads we serve you and what ads you clicked on to measure the success of our advertising campaigns.

If you do not wish to participate in third-party Retargeting or Remarketing, you can find out more information about how to opt-out by visiting the links below:

Google Ads: [https://www.google.com/settings/ads/onweb/](https://www.google.com/settings/ads/onweb/)

Facebook: [https://www.facebook.com/ads/website_custom_audiences/](https://www.facebook.com/ads/website_custom_audiences/)


Microsoft (Bing Ads): [https://account.microsoft.com/privacy/ad-settings/signedout](https://account.microsoft.com/privacy/ad-settings/signedout)

To opt-out of targeted advertising on your iOS or iPadOS device, you can enable Limit Ad Tracking by going to Settings > Privacy > Advertising and turning on Limit Ad Tracking.

**HOW TO OPT OUT OF TARGETED ADVERTISING**

You can generally opt-out of receiving personalized ads from third-party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising (DAA) by visiting the opt-out pages on the NAI website ([http://optout.networkadvertising.org](http://optout.networkadvertising.org)) and DAA website ([http://www.aboutads.info/choices/](http://www.aboutads.info/choices/)).
U.S. Children’s Online Privacy Protection Act

OUR SITES ARE NOT INTENDED FOR CHILDREN

The Services are not directed to or intended for use by children under the age of 16. Consistent with the requirements of the U.S. Children’s Online Privacy Protection Act, if we learn that we received any information directly from a child under age 13 without his or her parent’s verified consent, we will use that information only to inform the child (or his or her parent or legal guardian) that he or she cannot use the Sites or Services.

If you are a California resident who is under age 18 and you are unable to remove publicly-available content that you have submitted to us, you may request removal by contacting us at the address specified below in the "Questions or Complaints Handling” section of this Privacy Policy. When requesting removal, you must be specific about the information you want removed and provide us with specific information, such as the URL for each page where the information is located, so that we can find it. We are not required to remove any content or information that: (1) federal or state law requires us or a third party to maintain; (2) was not posted by you; (3) is anonymized so that you cannot be identified; (4) you don’t follow our instructions for removing or requesting removal; or (5) you received compensation or other consideration for providing the content or information. REMOVAL OF YOUR CONTENT OR INFORMATION FROM THE SITE DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF THAT CONTENT OR INFORMATION FROM OUR SYSTEMS OR THE SYSTEMS OF OUR SERVICE PROVIDERS. We are not required to delete the content or information posted by you; our obligations under California law are satisfied so long as we anonymize the content or information or render it invisible to other users and the public.

EU-U.S. and Swiss-U.S. Privacy Shield Frameworks

Minitab participates in the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks. Please see our Privacy Shield Policy for information about Minitab’s data practices regarding personal information it receives from European Union member countries and Switzerland pursuant to the respective Privacy Shield frameworks. To learn more about the Privacy Shield program generally, and to view Minitab’s certification, please visit https://www.privacyshield.gov/. In the event Privacy Shield is no longer deemed adequate by the European Commission, Minitab shall continue to comply with its requirements under the Privacy Shield framework, and otherwise take steps to comply with the EU General Data Protection Regulation.

Notice to Users Outside the United States

Minitab is headquartered in the United States. Your use of our Services is governed by United States law. If you are using the website from outside of the United States, your information may be transferred to, stored, and processed in the United States where Minitab’s servers are located. In accordance with and as permitted by applicable law and regulations, we reserve the right to transfer your information, process, and store it outside your country of residence to wherever we or our third-party service providers operate.

Questions or Complaints Handling
We understand that you may have questions or concerns about this Privacy Policy or our privacy practices or may wish to file a complaint. In such case, please contact us in one of the following ways:

**Minitab Data Protection Office**

**E-mail:** [dpo@minitab.com](mailto:dpo@minitab.com)

**Phone:** +1-814-238-3280 or +1-800-448-3555

**Mail:** Attention: Data Protection Office

Minitab, LLC

1829 Pine Hall Road

State College, PA 16801 USA

If you are not satisfied with our answer or how Minitab manages your Personal Data, you may also have the right to make a complaint to a data protection regulator. If you reside within the European Union, a list of National Data Protection Authorities can be found here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you reside in Australia, you may obtain information about privacy and lodging a complaint with the Federal Privacy Commissioner (FPC) at [www.oaic.gov.au](http://www.oaic.gov.au).

**Changes To This Privacy Policy**

We may update this Privacy Policy based upon evolving laws, regulations, and industry standards, or as we may make changes to our business including our Services. We will post changes to our Privacy Policy on this page and encourage you to review our Privacy Policy when you use our Services to stay informed. If we make changes that materially alter your privacy rights, Minitab will provide additional notice, such as via e-mail or through the Sites or other Services. Any material updated to this Privacy Policy shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms. You may also request access and control of your Personal Data as outlined in the [Your Rights Regarding Personal Data](#) section of this Privacy Policy.
SUBSCRIPTION AGREEMENT FOR MINITAB ENGAGE™
Web App

IMPORTANT – READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT (“YOU” OR “YOUR”) AND MINITAB, LLC (“US”, “OUR”, “WE” OR “MINITAB”) GOVERNING YOUR SUBSCRIPTION TO THE SERVICE IDENTIFIED BELOW (“SERVICE”).

MINITAB WILL PROVIDE YOU ACCESS TO THE SERVICE ON A SUBSCRIPTION BASIS ONLY UPON CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”). IF YOU EXECUTE A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT THE SERVICE, YOU AGREE TO BE BOUND BY ALL THE TERMS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACTIVATE OR USE THE SERVICE.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT FOR A BUSINESS ENTITY AFFIRMS THAT HE OR SHE HAS BEEN AUTHORIZED BY THE BUSINESS ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON ITS BEHALF.

SERVICE: The Minitab Engage web app and support. The Service includes, upon download and local installation, the optional Minitab Engage desktop app component.

TRIAL PERIOD SUBSCRIPTION: If accepting this Agreement for a trial subscription to the Service, the terms of this Agreement apply, provided, however, that the Service will cease to function at the expiration of Your trial period.

The terms of this Agreement do not apply if You and Minitab have entered into a separate, written agreement for the Service.

The term of Your subscription (“Subscription Term”) is listed in the purchase confirmation, receipt, and/or on the invoice You receive from Us. Any purchase order submitted by You is subject to section 11.9 herein.

1. Subscription and Restrictions

1.1. Services. During Your Subscription Term, We will provide You with access and use of the Service for Your internal business purposes.

i. Optional Desktop App Component. Along with access to the Service, You have been provided an option to download and locally install the Minitab Engage desktop app component. You understand and agree that upon download and installation the Minitab Engage desktop app component becomes part of the Service subject to the terms of this Agreement.

1.2. Authorized Use. If You are a business entity, You may permit Your authorized employees and independent contractors (“Authorized Users”) to access or use the Service for Your internal
business purposes only. You are responsible for any access or use of the Service by any Authorized User.

1.3. **Restrictions.** You shall not and shall not permit any third party to: (a) knowingly or intentionally permit access to or use of the Service by anyone other than Authorized Users; (b) copy the Service or any portion thereof; (c) translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code or non-public APIs of the Service; (d) modify, adapt, translate or create a derivative work from the Service; (e) remove any proprietary notices, labels, or marks on the Service; or (f) assign, sublicense, rent, transfer, publish, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties, all or any part of the Service.

2. **Subscription Fees**

2.1. **Fees and Payment.** The subscription fee You pay as set forth on any invoice You receive from Us regarding the Service governs the maximum number of Authorized Users permitted for the applicable Subscription Term. The maximum number of Authorized Users of the Service may be increased during any Subscription Term by paying additional user fees for the time remaining in Your then-current Subscription Term.

2.2. **Payment Terms.** Payment of Your subscription fee for the applicable Subscription Term is governed by GSAR 552.212-4(i) Payment.

2.3. **Taxes.** We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3. **Subscription Term; Renewal; Termination; Effect of Non-Renewal or Termination**

3.1 **Subscription Term; Renewal.** Based on the type of subscription You have purchased subject to this Agreement, Your Subscription Term for the Service is:

   i. For a period of months, according to the length of the term You have purchased for a Term Subscription;
   ii. One (1) year from the first day of the month following Your purchase of the Service for a One-Year Subscription; or
   iii. For a period of three (3) years from the first day of the month following Your purchase of the Service for a Three-Year Subscription.
      a. A Three-Year Subscription fee is fixed during the three (3) year Subscription Term, and is paid in three (3) equal payments:
         1. At the time of Your initial purchase;
         2. One (1) year after the date of Your initial purchase; and
         3. Two (2) years after the date of Your initial purchase.
      b. You will only receive continued access to the Service upon payment of the subscription fee in accordance with section 3.1.iii.a above.
iv. You will only receive continued access to the Service if prior to expiration of a Subscription Term:
   a. We receive Your payment of the then-current subscription fee in accordance with the invoice We send You; or
   b. We receive a purchase order or other written or electronic confirmation, acceptable to Us, of Your intent to pay the then-current subscription fee in accordance with the invoice We send You.

v. Reserved.

vi. A subscription has the option to renew for a One-Year or Three-Year Subscription by executing a written Purchase Order.

3.2. **Termination by You.** Termination of this Agreement for the Government’s Convenience is governed by GSAR 552.212-4(l).

   i. .

3.3. **Termination by Us.** Termination of this Agreement for Cause is governed by GSAR 552.212-4(m). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3.4. **Effect of Non-Renewal or Termination.** Upon non-renewal of Your subscription or termination of this Agreement:

   i. All rights granted to You will terminate and You shall immediately cease access to and use of the Service;
   ii. You will not be entitled to a refund of any portion of the subscription fee You have already paid;
   iii. You remain liable to pay Us all applicable outstanding fees due as of the date of non-renewal or termination.
   iv. Your Content will be deleted after sixty (60) days unless You have notified Us in writing to arrange for its retrieval (Minitab does not provide an archiving service for Your Content); and
   v. After deletion of Your Content, Minitab shall have no further responsibility or liability to You or any third party with respect to Your Content.

4. **Use of Service**

4.1. **Your Responsibilities.** You are solely responsible for providing the necessary hardware and software environment as defined by the System Requirements attached hereto to access and use the Service.
4.2. **User ID and Login Security.** Each named Authorized User must have a single unique User ID and Login password ("User Credentials") and keep their User Credential information strictly confidential and not share such information with any unauthorized person. You are responsible for all activities that occur from use of such User Credentials. You must immediately notify Us of any unauthorized use of User Credentials or any other breach of security pertaining to Your access to the Service.

4.3. **Service Availability and Uptime.** Our service level commitment to You is set forth in the Service Level Agreement Terms attached hereto.

4.4. **Service Support.** Minitab provides You, at no additional charge, reasonable amounts of technical support in accordance with Our published Support Policy attached hereto.

4.5. **Updated Terms.** The Minitab Support Policy, Acceptable Use Policy and Data Processing Agreement ("DPA") may be updated from time to time upon reasonable notice to You (which may be provided through the Service) to reflect process improvements or changing practices. If You object to any update, then upon Your written objection, the previous version of such policy will govern through the end of Your then-current Subscription Term. Any material updates to the Minitab Support Policy, Acceptable Use Policy and DPA shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms.

5. **Proprietary and Ownership Rights; Your Content; Data Rights; Data Privacy**

5.1. **Ownership.** The Service is the sole and exclusive property of Minitab, including, without limitation, all copyright, trademark, patent, trade secret, database, and other intellectual property and proprietary rights inherent therein or belonging thereto. This Agreement does not constitute a sale of the Service and no title or proprietary rights to the Service are transferred to You under this Agreement. Minitab is the exclusive owner of all rights in any copy, translation, modification, adaptation, or derivation of the Service, including any improvement or developments thereof suggested by You.

5.2. **Your Content.** You warrant that You are the owner of, or have obtained applicable permission to have and use, all the data and content that You enter or upload using the Service (collectively, "Your Content"). You are responsible for entering or uploading all of Your Content in a format consistent with the Service documentation (or as otherwise specified by Us). Errors in loading Your Content into the Service due to defective media, erroneous data, or failure to meet format requirements may cause Your Content to be rejected by the Service and We have no responsibility for any related impact on Your ability to access or use the Service. You acknowledge that Minitab is not responsible for and does not give any assurances to You or any other entity or person regarding the accuracy, quality, integrity, legality, reliability, appropriateness, validity, value, usefulness, or copyright of Your Content.

5.3. **Your Content – Health Information.** If You are a Covered Entity under the Health Insurance Portability and Accountability Act (as amended and supplemented, "HIPAA"), You shall not upload to the Service any patient, medical or other protected health information regulated by HIPAA or any similar federal, national, or state laws, rules, or regulations ("HIPAA Data").
Minitab has no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal, national, state laws, rules, or regulations.

5.4. **Usage Data.** The Service collects statistical data, trends, and usage information from use of the Service by You (“Usage Data”). Usage Data is only used by Us for purposes of evaluating improvements and enhancements to the Service and We are the sole and exclusive owner of any collected Usage Data.

5.5. **Data Privacy.** Your use of this Service is also governed by Our Privacy Policy attached hereto, which describes how We collect and use information, including personal information about You and information about the systems on which the Service is accessed.

6. **Data Processing; Acceptable Use**

6.1. **Processing of Your Content.** You hereby grant Minitab and its subcontractors a royalty free, irrevocable, non-exclusive, worldwide right to store, transmit, reproduce, distribute, display, and make available Your Content to You in whole or in part solely to the extent necessary to provide You the Service, or as may be required by law. Minitab shall not use Your Content in any other manner except as expressly described in this Agreement.

6.2. **Control of Your Content.** You acknowledge and agree that You are the controller of Your Content, including any personally identifiable information therein, and Minitab is the processor of Your Content. You acknowledge that Minitab specifically disclaims that it is a “data controller” and agree that Minitab is not acting as a “data controller” of any of Your Content under any data protection laws in which such definition of “data controller” or similar capacity may be found.

6.3. **Location of Data Processing.** Your Content may be transferred to, and processed in, the United States or any other country in which We or Our affiliates or subcontractors maintain facilities. You appoint Us to perform any such transfer of Your Content to any such country and process Your Content in order to provide the Services in compliance with the terms of this Agreement.

6.4. **Data Processing Agreement.** Our DPA attached hereto applies to and governs all activities concerning the processing of personal data (as defined in the DPA) included in Your Content.

6.5. **Acceptable Use.** Your use of this Service is governed by Our Acceptable Use Policy attached hereto. In addition, You are also solely responsible for compliance with all applicable laws, including, without limitation, all applicable export, import, and data protection laws and regulations applicable to You and Your Content.

7. **INDEMNIFICATION**

7.1. **Indemnification by Us.** We shall defend or settle at Our expense any third party claim brought against You alleging that the Service, when used as authorized under this Agreement, infringes such third-party’s copyright, patent or trademark and We shall indemnify and hold You
harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If any infringement claim with respect to Your access to, or use of, the Service maybe or has been asserted, We shall, at Our option and expense, (a) procure the right to continue accessing and using the Service or (b) replace or modify the Service to eliminate the infringement while providing functionally equivalent performance. If neither of (a) and (b) above are commercially feasible as determined in Our sole discretion, We may terminate this Agreement and Your subscription and refund to You the pro-rata amount of any prepaid fees for Your remaining then-current Subscription Term. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to the Service not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of the Service, (iii) Your Content, or (iv) use, combination, or incorporation of the Service, or improvements thereto, with products or services not provided by Us. You acknowledge that the indemnification in this section states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

7.2. Reserved.

8. LIMITED WARRANTY

We warrant the Service will operate in substantial conformity with the applicable Service documentation. We will use commercially reasonable efforts to correct a reported non-conformity, at no charge to You, or if We determine that remedy to be impracticable or commercially unreasonable, either party may terminate the subscription and Minitab will refund any fees for prepaid but unused Service. The preceding sentence is Your sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply: (a) unless You make a claim within 30 days of the date on which You first noticed the non-conformity, or (b) when the non-conformity was caused by Your misuse, unauthorized modifications, or third-party hardware, software, or services.

9. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, THE SERVICE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. MINITAB DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ORALL ERRORS OR REPORTED NON-CONFORMITIES IN THE SERVICE WILL BE CORRECTED. MINITAB SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS,
SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO ANY THIRD PARTIES WITH WHOM YOU SEPARATELY CONTRACT. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. LIMITATION OF LIABILITY

10.1. Consequential Damages Waiver. EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTIONS 1.3.C, 1.3.D, AND 1.3.F (RESTRICTIONS) AND SECTION 7 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10.2. Liability Cap. EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTIONS 1.3.C, 1.3.D, AND 1.3.F (RESTRICTIONS) AND SECTION 7 (INDEMNIFICATION), EACH PARTY AND ITS AFFILIATES’ ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) BY YOU TO MINITAB UNDER THIS AGREEMENT UNDER THE APPLICABLE PURCHASE ORDER.

10.3. Failure of Essential Purpose. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Miscellaneous

11.1. Relationship of the Parties. The relationship between You and Minitab remains at all times non-exclusive, and nothing contained herein shall render or constitute the parties as joint ventures, partners, or agents of each other. No person or entity not a party to this Agreement has any right of action hereunder.
11.2. **Assignment.** This Agreement and access to the Service may not be resold, assigned, or otherwise transferred by You to another person or entity without Our written consent, which consent shall not be unreasonably withheld.

11.3. **Force Majeure.** Excusable delays shall be governed by GSAR 552.212-4(f).

11.4. **Government Use.** This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Manufacturer/Contractor/Licensor is: Minitab, LLC, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA.

11.5. **Governing Law.** This Agreement is governed by and construed in accordance with the Federal laws of the United States, expressly excluding the application of conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.6. **Partial Invalidity.** The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11.7. **Reserved.**

11.8. **Waivers.** No failure by either party to enforce a provision of this Agreement, and no waiver by either party of its rights under any provision thereof, will be deemed a waiver of subsequent breaches.

11.9. **Priority.** A conflict between the terms and conditions of this Agreement, a Purchase Order, the terms and conditions of the GSA Schedule Contract, or any other document shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

11.10. ** Entire Agreement; Amendments.** This Agreement, and the attached System Requirements, Service Level Agreement Terms, Support Policy, Privacy Policy, DPA, and Acceptable Use Policy constitute the entire agreement between the parties respecting Your use of the Service and supersede any prior written or oral agreements between the parties.

11.11. **Notice.** Except as otherwise provided in this Agreement, all notices must be in writing and will deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); or (c) the second business day after mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address You have provided to Minitab or to such other address either party may, from time to time, provide to the other party in accordance with this notice provision.
11.12. **Survival.** All provisions that should survive, including Sections 2 (to the extent fees are due and owing), 3.4, 5, 7, 9, 10 and 11 survive the termination of this Agreement.

LAV: 03March2021
Web App Component

- **Connectivity:** An internet connection is required
- **Supported Browsers:** Chrome or Chromium Edge

Desktop App Component

- **Operating System:** Windows 8.1 or Windows 10
- **RAM:** 32-bit systems: 1 GB (minimum), 2+ GB (recommended); 64-bit systems: 2 GB (minimum)
- **Processor:** At least Pentium 4 or compatible processor, 1 GHz or higher
- **Hard Disk Space:** 2 GB (minimum) free space available
* Additional required software will be installed with the application: .NET framework 4.7.2, Microsoft Visual C++ 2019 Redistributable (x86)
- **Browser:** A browser is required for online Help
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** An internet connection is required
Approved by GSA 17 August

Service Level Agreement Terms (SLA)

Effective Date: March 24, 2021

Attached to the Subscription Agreement for the following offered Minitab Services, when applicable:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®

Service Uptime

We use commercially reasonable efforts to meet a Service Uptime of 99.5% availability in a given calendar month. The Service is considered available when it is capable of receiving, processing, and responding to requests.

Service Credits

i. If the Service fails to meet the Service Uptime in any month due to unscheduled downtime, You may be eligible for a Service Credit of 5% of the monthly prorated amount of Your Subscription Fee for the affected Service.

ii. In order for Us to consider a Service Credit, You must submit a claim to Us within thirty (30) days following the date of unscheduled downtime (“Incident”) for the affected Service. The claim must include all reasonable details regarding the Incident, including but not limited to, detailed descriptions of the Incident, the duration of the Incident, and any attempts made by You to resolve the Incident. We will use all information reasonably available to validate the claim and determine if a Service Credit will be awarded to You.

iii. All Service Credits awarded will be (i) applied against the invoice or renewal for Your next applicable Service Subscription Term, or (ii) refunded to You within sixty (60) days after expiration or termination of the applicable Service Subscription.

iv. Your sole and exclusive remedy for any interruption in Service Uptime is a Service Credit as provided for herein.
Support Policy

Phone, email, and online support is available for the current release of the desktop products and for one year after they are no longer widely distributed. This support includes assistance with installation and deployment, product activation, maintenance releases, licensing, use of the software and interpretation of the output.

Phone, email, and online support is available for the cloud-based products including assistance with access to and use of the products, interpretation of the output, and installation of the desktop components.

Once a product reaches the Support End Date, customers will no longer receive support regarding the use of the software, interpretation of output, installation, product activation, or licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

Download the latest version of our desktop products now at http://www.minitab.com/downloads/.

<table>
<thead>
<tr>
<th>Product</th>
<th>Released</th>
<th>Support End Date</th>
<th>Environments Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minitab 19.x</td>
<td>05-June-2019</td>
<td>Windows: 21-October-2021 macOS: 1-June-2021</td>
<td>Windows: 8, 8.1, 10 (64-bit version requires 64-bit Operating System) macOS: 10.14, 10.15</td>
</tr>
<tr>
<td>Minitab 20.x Desktop App</td>
<td>21-October-2020</td>
<td>TBD</td>
<td>Windows: 8.1, 10 (64-bit only)</td>
</tr>
<tr>
<td>Minitab Web App</td>
<td>21-October-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Application</td>
<td>Release Date</td>
<td>Minimum Server Version</td>
<td>Browsers Supported</td>
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<tr>
<td>Minitab Connect</td>
<td>21-October-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Real-Time SPC</td>
<td>28-July-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Express 1.5.x</td>
<td>18-May-2016</td>
<td>1-June-2021</td>
<td>Windows: 8, 8.1, 10, macOS: 10.12, 10.13, 10.14</td>
</tr>
<tr>
<td>Workspace 1.x</td>
<td>07-April-2020</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10</td>
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<tr>
<td>Companion 5.4.x, 5.5.x</td>
<td>5.4: 10-December-2019 5.5: 07-April-2020</td>
<td>5.4: 07-April-2021 5.5: 24-March-2022</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td>Engage Web App</td>
<td>24-March-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge</td>
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<tr>
<td>Engage 6.x</td>
<td>24-March-2021</td>
<td>TBD</td>
<td>Windows: 8.1, 10</td>
</tr>
<tr>
<td>SPM 8.3.x</td>
<td>28-November-2018</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10 (SPM 8.3 -64 bit only), Linux: Ubuntu 14.04, 16.04, CentOS 6.9, 7.5, RHEL 6.9, 7.5</td>
</tr>
</tbody>
</table>

TBD = To be determined
The Support End Date in the table above references when customers will no longer receive support with use of the software, interpretation of output, installation, product activation, and licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

Minitab License Manager

The Minitab License Manager software is utilized in multi-user installations. This software manages the licensing information and allows Minitab applications to launch. As with our main products, we enhance and upgrade our License Manager solutions and as such, need to sunset older versions. The chart below outlines the currently supported versions of the Minitab License Manager and the compatible versions of Minitab applications. We encourage all our customers to be on the latest versions of all of our solutions to take advantage of our world class support, features and functionality.

<table>
<thead>
<tr>
<th>Version</th>
<th>Released</th>
<th>Support End Date</th>
<th>Minitab Versions</th>
<th>Environments Supported</th>
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<td>Express: 1.5.x</td>
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<td>Workspace: 1.x</td>
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<td>Companion: 5.4.x, 5.5x</td>
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<td>macOS: 10.13, 10.14</td>
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<td>Express: 1.5.x</td>
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<td>Workspace: 1.x</td>
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<td>Companion: 5.4.x, 5.5x</td>
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<td></td>
<td>macOS: 10.13, 10.14</td>
</tr>
</tbody>
</table>
Cloud-Based Products

Minitab® Statistical Software – Web App, Minitab Engage™, Quality Trainer®, Real-Time SPC Powered by Minitab®, Minitab Connect™ and Companion by Minitab™

Service Level Agreement Terms (SLA)

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): Error that results in loss of all of the Service’s processing capability.
- Level 2 (Medium): Error that disables major functions from being performed and therefore affects the normal operation of the Service.
- Level 3 (Low): Error that disables only certain non-essential functions, does not affect normal operation of the Service, and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Service is returned to operation. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Service returns to operation.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Desktop Products
Minitab® Statistical Software – Desktop App, Minitab Express™, Minitab Workspace™ and SPM® – Salford Predictive Modeler

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- **Level 1 (High):** An Error in the Software that results in a complete loss of operational functionality.
- **Level 2 (Medium):** An Error in the Software that results in a loss of major functionality affecting normal operation of the Software.
- **Level 3 (Low):** An Error in the Software that results in loss of only certain non-essential functionality and does not affect normal operation of the Software and does not have an impact on Your business operations.

Response Times to Errors

- **Level 1 (High):** We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Software is returned to operational functionality. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Software returns to operational functionality.
- **Level 2 (Medium):** After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- **Level 3 (Low):** After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Statistical Consulting

If you need assistance using a statistical tool or understanding the output generated by the software, our technical support team can help. However, if you need help choosing an appropriate statistical tool for your project or interpreting the output relative to your
process, you need the personalized support available through our Statistical Consulting service.

To help clarify the differences between technical support and statistical consulting, consider the following examples:

**Technical Support Questions**

How do I create a fractional factorial design in Minitab?

What does the number of distinct categories mean in the Gage R&R output, and how is it calculated?

When I analyze my data using regression, I get an error. What does the error mean?

**Statistical Consulting Questions**

Should I create a fractional factorial design for my project?

I have four distinct categories, according to my Gage R&R output. Is this acceptable?

Should I use regression to analyze my data?

In some cases, our technical support staff may provide assistance with statistical concepts as part of answering a question about software use. But questions that are clearly about statistical concepts are referred to our statistical consultants, all of whom are seasoned statisticians with years of quality improvement experience.

**Statistical Tutoring**

If you have a few general statistical questions related to an analysis in our software, our technical support team is often able to assist. However, the technical support team does not provide extensive statistical instruction. You will need to begin building a foundation of knowledge via a statistical reference that thoroughly covers the tool or topic of interest. You may also want to consider:

- [Help Online](#)
- [Training](#)
- Tutoring through our [Statistical Consulting](#) service
Questions that indicate a need for more extensive statistical instruction than our technical support team provides will most often be referred to one of the previously mentioned resources.
Privacy Policy

Effective Date: 05/06/2021

Minitab, LLC ("Minitab" or "we") is committed to privacy and data protection. This Privacy Policy applies to all Personal Data Minitab collects from you (either an individual or a single entity acting on behalf of its authorized individual users), through our interactions with you and through our products; as well as how we use and protect that data. Minitab is the controller of this data.

The Privacy Policy applies to all websites which are run by, or under the control of, Minitab, LLC (collectively, the "Sites"), and our applications, products, and services (including the Sites) (collectively, the "Services"). All references to "Minitab", "the Company", "we" and "our" include not only Minitab, LLC, located at 1829 Pine Hall Road, State College, PA, 16801-3210 USA, but also our wholly owned subsidiaries and affiliates, unless expressly stated otherwise.

This Privacy Policy does not apply to the data you input to our Services, or the files generated using our Services ("Your Content"). You act as the controller of Your Content.

This Privacy Policy does not apply to any third-party applications or software that integrate with our Services, or any other third-party products, services, or businesses (collectively, "Third Party Services"). Third Party Services are governed by their own privacy policies. We recommend you review the privacy policy governing any Third-Party Services before using them.

We may provide additional disclosures relating to the processing of personal information about residents of certain countries, regions, or states. Listed below are additional disclosures that may be applicable to you.

- If you are a California resident, please see the additional privacy disclosures in the Privacy Notice For California Residents.

Any questions or concerns regarding Minitab’s privacy and data protection practices can be directed to our Data Protection Office at dpo@minitab.com or by calling +1-814-238-3280 or +1-800-448-3555.

Personal Data We Collect

Minitab collects data to provide the Services you request, ease your navigation on our Sites, communicate with you, and improve your experience using our Services. Some of this information is provided by you directly, such as when you create an account on our Sites, request a trial and/or purchase a Service. Some of the information is collected through your interactions with our Services. We collect such data using technologies like cookies and other tracking technologies, error reports, and usage data collected when you interact with Minitab Services running on your device.

We also obtain data from third parties or use third parties to assist us with data collection. For example, we may supplement the data we collect as described in this section by purchasing demographic data from other companies. We also use services from other companies to help us determine a location based on
your IP address notably to customize certain services to your location. In addition, we utilize third-party services to collect usage data.

The data we collect depends on the Services and features thereof that you use, and includes the following:

**Name and contact data.** We collect your first and last name, e-mail address, postal address, phone number, and other similar contact data.

**Credentials.** We process passwords and related security information used for authentication and account access and information security purposes.

**Payment data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number).

**Usage data.** We collect personalized information about your use of our Services, to better understand uses thereof and identify potential improvements, as well as to send you promotional communications or offers tailored to your use of our Services.

Examples include:

- Information based on your use of our Services running on your device. This includes the types of files being imported, the types and frequency of tools and commands being used, the size and nature of projects, and the frequency and duration of use. Note that we do not collect any of the data that you input/use in our Services, only analytical data about how you use the Service.
- Information on the web pages you visit on and off our Sites and the search terms you enter on our Sites.
- Information regarding the performance of our Services and any problems you may experience while using them. This information enables us to diagnose problems and offer support in resolution.
- Data about your device and the network you use to connect to our Services, including IP address, device identifiers, and regional and language settings.

**Web requests.** For our cloud-based Services, we collect information regarding every web request sent to the relevant servers. This information is used to provide support, as well as to assess usage and performance of our Services. The data collected for each request can include such things as timestamps, any exception messages, user agent, IP address, e-mail address, request time and duration, as well as filenames.

**Location data.** We collect your IP address and infer location such as city or postcode therefrom, when necessary, in order to provide you with the Services or to send you promotional communications or for customer relationship management purposes.

**Content.** We may collect the content of messages you send to us, such as feedback or questions you ask our technical support representatives, when necessary to provide you with the Services you use. We will collect and utilize any data files you send to us for troubleshooting and improving our Services so long as you have anonymized, scrubbed, or deleted any personally identifiable information contained therein which you do not want us to collect or utilize. When you contact us, phone conversations or chat sessions
with our representatives may be monitored and recorded in order to improve our services, facilitate the processing and resolution of your request or complaint.

**Surveys and Studies.** We may ask you to participate in a survey or study; and may request information from you. Participation is voluntary, and you have the choice of whether to disclose any requested information.

## How We Use Personal Data

Minitab uses information that we collect from customers and visitors for the purposes of:

- providing our Services;
- providing ongoing support;
- communicating with you, including promotional communications and customer relationship management (“CRM”);
- providing information about other Services;
- helping us run our company, for example to improve our Services or our security, train staff or perform marketing activities, including CRM;
- complying with our legal obligations and enforcing our legal rights, including the authorized use of our licenses; and
- accounting and other administrative purposes.

Examples of the uses of information include:

**Providing Services.** We use data to carry out your transactions with us and to provide Services to you. Often, this includes personal data such as e-mail, name, and address.

- Customer support. We use data to diagnose and address problems and provide other customer and support services.
- Activation. We use data, including device and application type, location, and unique device, application, network, and subscription identifiers to activate software and devices that require activation.
- Software Updates. Unless you have disabled the functionality of our Software Update Manager, our Services periodically communicate with our servers to perform functions such as checking for updates.

**Improving Services.** We use data to continually improve our Services, including adding new features or capabilities. Data is collected throughout your interactions with our Services that enable us to understand customer usage and tailor future capabilities.

We track general, non-personalized information (e.g., operating system, browser version and type of device being used) to know how many people visit specific pages of our Sites or utilize specific areas of our Services so that we may improve those Services. We may use your IP address to customize services to your location, such as the language displayed on our Sites.

Our [Cookies Policy](#) explains how we use cookies and similar technologies to collect information about the way you use our Services, and how to control them.
Please note that we use IP addresses on a highly restrictive basis to analyze trends, to administer the Sites, and to collect general information for aggregate use.

**Service Communications.** We use data we collect to deliver and personalize our communications with you. For example, we may contact you by e-mail or other means to notify you of changes in information and updates to our Services or to our Privacy Policy.

**Marketing and event communication:** We use Personal Data to deliver marketing and event communications to you across various platforms, such as e-mail, direct mail, social media, and online via our Sites. We also may send you invitations to trade shows or trainings relating to our Services that occur nearby you, based on your address.

Third parties may also market to you on our behalf based on your use of their third-party services. For example, some tradeshow organizers may collect precise geo-location (latitude and longitude) data when you grant permission through your mobile device’s system settings. Once you give permission, the tradeshow organizer may use your mobile device’s GPS, Bluetooth, or Wi-Fi connections to serve geo-targeted information about Minitab, such as booth location. You should consult and review the relevant third-party privacy statement or policy for information on their data processing practices.

If we send you a marketing e-mail, it will include instructions on how to opt out of receiving these e-mails in the future. We also maintain e-mail preference centers for you to manage your information and marketing preferences. For information about managing e-mail subscriptions and promotional communications, please visit the Your Rights Regarding Personal Data section of this privacy statement. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

### How We Share Personal Data

It is the policy of Minitab and our wholly owned subsidiaries and affiliates to protect Personal Data both online and off-line. Access to Personal Data is restricted to only those employees or agents, contractors or subcontractors of Minitab who have valid reasons to access this information to perform any service you have requested or authorized, or for any other purpose described in this Privacy Policy. The information you provide will not be sold or rented to third parties.

We may provide your Personal Data to:

- Minitab-controlled affiliates and subsidiaries, located in and outside your country, including outside the European Union (in such case, we will use appropriate legal framework to operate data transfers);
- outsourced service providers who perform functions on our behalf, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers). For example, when you provide payment data to make a purchase, we will share payment data with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction;
- our authorized agents and representatives, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers), who sell products or provide services on our behalf, such as training service providers or product resellers;
• anyone expressly authorized by you to receive your Personal Data;
• anyone to whom we are required by law to disclose Personal Data, upon valid and enforceable request thereof.

Finally, we will access, disclose, and preserve Personal Data, including your Content, when we have a good faith belief that doing so is necessary to:

1. comply with applicable law or respond to valid legal processes, including from law enforcement or other government agencies, upon valid and enforceable request thereof; or
2. operate and maintain the security of our Services, including to prevent or stop an attack on our computer systems or networks.

Please note that some of our Services may direct you to services of third parties whose privacy practices differ from Minitab’s. If you provide Personal Data to any of those services, your data is governed by their privacy statements or policies. Minitab, LLC and our wholly owned subsidiaries and affiliates are not responsible for the privacy practices of these other sites. Please review the privacy policies for these web sites to understand how they process your information.

We require third parties to only use your Personal Data for the specific purpose for which it was given to us and to protect the privacy of your Personal Data. We will only disclose your personal data to third parties who agree to keep your information confidential.

**Handling of Personal Data**

**Security of Personal Data**

Minitab is committed to protecting the security of your Personal Data. Depending on the circumstances, we may hold your Personal Data in hard copy and/or electronic form. For each medium, we use technologies and procedures to protect Personal Data. We review our strategies and update as necessary to meet our business needs, changes in technology, and regulatory requirements.

These measures include, but are not limited to, technical and organizational security policies and procedures, security controls and employee training.

**Storage and Transfer of Personal Data**

Personal Data collected by Minitab may be stored and processed in your region, in the United States or in any other country where Minitab, its affiliates or contractors maintain facilities, including outside the European Union. We take steps to ensure that the data we collect under this Privacy Policy is processed pursuant to the terms thereof and the requirements of applicable law wherever the data is located.

Minitab also collaborates with third parties such as cloud hosting services and suppliers located around the world to serve the needs of our business, workforce, and customers. In some cases, we may need to disclose or transfer your Personal Data within Minitab or to third parties in areas outside of your home country. When we do so, we take steps to ensure that Personal Data is processed, secured, and transferred according to applicable law.
We may use and transfer to any other app information received from Google APIs and will adhere to the Google API Services User Data Policy, including the Limited Use requirements.

If you would like to know more about our data transfer practices, please contact our Data Protection Office at dpo@minitab.com.

**Retention of Personal Data**

Minitab retains Personal Data for as long as necessary to provide the Services and fulfill the transactions you have requested, or for other business purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We are required by law to keep some types of information for certain periods of time (e.g., statute of limitations). If your Personal Data is no longer necessary for the legal or business purposes for which it is processed, we will generally destroy or anonymize that information.

**Your Rights Regarding Your Personal Data**

Minitab respects your right to access and control your Personal Data. You have choices about the data we collect. When you are asked to provide Personal Data that is not necessary for the purposes of providing you with our Services, you may decline. However, if you choose not to provide data that is necessary to provide a Service, you may not have access to certain features or Services.

We aim to keep all Personal Data that we hold accurate, complete and up-to-date. While we will use our best efforts to do so, we encourage you to tell us if you change your contact details and this can be easily accomplished using the Manage Account section. However, if you believe that the information we hold about you is incorrect, incomplete, or out-of-date, please contact dpo@minitab.com or call +1-814-238-3280 or +1-800-448-3555.

**Access to Personal Data**: In some jurisdictions, you have the right to request access to your Personal Data. In these cases, we will comply, subject to any relevant legal requirements and exemptions, including identity verification procedures. Before providing data to you, we will ask for proof of identity and sufficient information about your interaction with us so that we can locate any relevant data. We may also charge you a fee for providing you with a copy of your data (except where this is not permissible under applicable law).

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Correction and deletion**: In some jurisdictions, you have the right to correct or amend your Personal Data if it is inaccurate or requires updating. You may also have the right to request deletion of your Personal Data. Please note that such a request could be refused because your Personal Data is required to provide you with the Services you requested, e.g., to deliver a Service or send an invoice to your e-mail address, or that it is required by the applicable law.

**Portability**: If you reside within the European Union, you have the right to ask for a copy of your Personal Data and/or ask for it to be ported to another provider of your choice. Please note that such a request
could be limited to Personal Data you provided us with or that we hold at that given time and subject to any relevant legal requirements and exemptions, including identity verification procedures.

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Marketing preferences:** If you have provided us with your contact information, we may, subject to any applicable Spam Act or similar regulation, contact you via e-mail, postal mail or telephone about Minitab products, services and events that may be of interest to you, including our newsletter.

E-mail communications you receive from Minitab will generally provide an unsubscribe link allowing you to opt-out of receiving future e-mail or to change your contact preferences. E-mail communications may also include a link to directly update and manage your marketing preferences. If you have a web account with Minitab, you can also change your contact preferences through the Manage Account section of our website. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

You can also request changes to your account by contacting Minitab via e-mail, postal mail, telephone or fax at the appropriate location found at: [http://www.minitab.com/contact-us/] or by e-mailing unsubscribe@minitab.com.

**Cookies & Similar Technologies**

Minitab uses cookies (small, often encrypted, text files that are stored on your computer or mobile device) and similar technologies ("cookies") to provide our Services and help collect data. This Cookies Policy explains how we use cookies to collect information about the way you use our Services, and how you can control them.

**Social Sharing and Social Login**

**Social Sharing**

We also embed social sharing icons throughout our Sites. These sharing options are designed to enable users to easily share content from our Sites with their friends using a variety of different social networks. If you choose to connect using a social networking or similar service, we may receive and store authentication information from that service to enable you to log in and other information that you may choose to share when you connect with these services. These services may collect information such as the web pages you visited and IP addresses, and may set cookies to enable features to function properly. We are not responsible for the security or privacy of any information collected by these third parties. You should review the privacy statements or policies applicable to the third-party services you connect to, use, or access. If you do not want your Personal Data shared with your social media account provider or other users of the social media service, please do not connect your social media account with your account for the Services and do not participate in social sharing on the Services.

**Social Login**
Approved by GSA 17 August

Certain Services may allow you to login or create an account by using your Facebook or Google ("Social Login Providers") login information ("Social Login"). When you use Social Login, Minitab may request your identity provider id, email address, and full name from the Social Login Providers. This information is used, stored, and processed by the Services subject to this Privacy Policy. Minitab does not use, store, or process any other information accessible through the Social Login Providers. Your use of Social Login is also subject to the Social Login Providers privacy policies available at: Facebook - https://www.facebook.com/privacy/explanation; Google - http://www.google.com/policies/privacy.

Retargeting and Remarketing

Minitab uses third-party vendor Retargeting tracking cookies, pixels, and other technologies including Google Ads, Facebook Pixel and Facebook SDK, LinkedIn Ads, Twitter Ads, Yahoo Gemini Ads, and Microsoft Universal Event Tracking (Bing Ads), to collect data about your activities that does not personally or directly identify you when you visit our website, the website of entities for which we serve advertisements, or the websites and online services where we display advertisements. This information may include the content you view, the date and time that you view this content, the products you purchase, or your location information associated with your IP address. We use the information we collect to serve you more relevant advertisements (referred to as "Retargeting" or "Remarketing"). We collect information about where you saw the ads we serve you and what ads you clicked on to measure the success of our advertising campaigns.

If you do not wish to participate in third-party Retargeting or Remarketing, you can find out more information about how to opt-out by visiting the links below:

Google Ads: https://www.google.com/settings/ads/onweb/

Facebook: https://www.facebook.com/ads/website_custom_audiences/


Yahoo Gemini Ads: https://policies.yahoo.com/xa/en/yahoo/privacy/topics/opt-outfaq/

Microsoft (Bing Ads): https://account.microsoft.com/privacy/ad-settings/signedout

To opt-out of targeted advertising on your iOS or iPadOS device, you can enable Limit Ad Tracking by going to Settings > Privacy > Advertising and turning on Limit Ad Tracking.

HOW TO OPT OUT OF TARGETED ADVERTISING

You can generally opt-out of receiving personalized ads from third-party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising (DAA) by visiting the opt-out pages on the NAI website (http://optout.networkadvertising.org) and DAA website (http://www.aboutads.info/choices/).
U.S. Children’s Online Privacy Protection Act

OUR SITES ARE NOT INTENDED FOR CHILDREN

The Services are not directed to or intended for use by children under the age of 16. Consistent with the requirements of the U.S. Children’s Online Privacy Protection Act, if we learn that we received any information directly from a child under age 13 without his or her parent’s verified consent, we will use that information only to inform the child (or his or her parent or legal guardian) that he or she cannot use the Sites or Services.

If you are a California resident who is under age 18 and you are unable to remove publicly-available content that you have submitted to us, you may request removal by contacting us at the address specified below in the “Questions or Complaints Handling” section of this Privacy Policy. When requesting removal, you must be specific about the information you want removed and provide us with specific information, such as the URL for each page where the information is located, so that we can find it. We are not required to remove any content or information that: (1) federal or state law requires us or a third party to maintain; (2) was not posted by you; (3) is anonymized so that you cannot be identified; (4) you don’t follow our instructions for removing or requesting removal; or (5) you received compensation or other consideration for providing the content or information. REMOVAL OF YOUR CONTENT OR INFORMATION FROM THE SITE DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF THAT CONTENT OR INFORMATION FROM OUR SYSTEMS OR THE SYSTEMS OF OUR SERVICE PROVIDERS. We are not required to delete the content or information posted by you; our obligations under California law are satisfied so long as we anonymize the content or information or render it invisible to other users and the public.

EU-U.S. and Swiss-U.S. Privacy Shield Frameworks

Minitab participates in the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks. Please see our Privacy Shield Policy for information about Minitab’s data practices regarding personal information it receives from European Union member countries and Switzerland pursuant to the respective Privacy Shield frameworks. To learn more about the Privacy Shield program generally, and to view Minitab’s certification, please visit https://www.privacyshield.gov/. In the event Privacy Shield is no longer deemed adequate by the European Commission, Minitab shall continue to comply with its requirements under the Privacy Shield framework, and otherwise take steps to comply with the EU General Data Protection Regulation.

Notice to Users Outside the United States

Minitab is headquartered in the United States. Your use of our Services is governed by United States law. If you are using the website from outside of the United States, your information may be transferred to, stored, and processed in the United States where Minitab’s servers are located. In accordance with and as permitted by applicable law and regulations, we reserve the right to transfer your information, process, and store it outside your country of residence to wherever we or our third-party service providers operate.

Questions or Complaints Handling
We understand that you may have questions or concerns about this Privacy Policy or our privacy practices or may wish to file a complaint. In such case, please contact us in one of the following ways:

**Minitab Data Protection Office**

**E-mail:** dpo@minitab.com

**Phone:** +1-814-238-3280 or +1-800-448-3555

**Mail:** Attention: Data Protection Office

Minitab, LLC

1829 Pine Hall Road

State College, PA 16801 USA

If you are not satisfied with our answer or how Minitab manages your Personal Data, you may also have the right to make a complaint to a data protection regulator. If you reside within the European Union, a list of National Data Protection Authorities can be found here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you reside in Australia, you may obtain information about privacy and lodging a complaint with the Federal Privacy Commissioner (FPC) at [www.oaic.gov.au](http://www.oaic.gov.au).

**Changes To This Privacy Policy**

We may update this Privacy Policy based upon evolving laws, regulations, and industry standards, or as we may make changes to our business including our Services. We will post changes to our Privacy Policy on this page and encourage you to review our Privacy Policy when you use our Services to stay informed. If we make changes that materially alter your privacy rights, Minitab will provide additional notice, such as via e-mail or through the Sites or other Services. Any material updated to this Privacy Policy shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms. You may also request access and control of your Personal Data as outlined in the [Your Rights Regarding Personal Data](#) section of this Privacy Policy.
Data Processing Agreement (DPA)

Effective Date: March 24, 2021

Attached to the Subscription Agreement for the following offered Minitab Services, when applicable:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®
- Companion by Minitab®

This Data Processing Agreement is intended to satisfy legal requirements under data protection and data privacy laws under Directive 95/46/EC, Article 28 of Regulation (EU) 2016/679 (“GDPR”). The terms “personal data,” “processing,” and “data subject” have the meaning given in the GDPR.

1. You (the “Controller”) hereby instruct Minitab, LLC (the “Processor”) to process personal data for providing the services described in the Subscription Agreement. Processor is not entitled to use personal data for its own purposes. Processor may only process personal data on behalf of the Controller and solely for the purposes identified in Section 1 of this Data Processing Agreement.

2. Processor will meet or exceed the technical and organizational data security measures described in Appendix 2 of the Standard Contractual Clauses appended hereto in Annex 1.

3. Controller generally authorizes and consents to Processor engaging subprocessors, as needed, to fulfill Processors contractual obligations under this DPA, provided that Processor:
   a. provides prior notice to Controller and gives Controller an opportunity to object to the addition or replacement of subprocessors (provided that Controller will not object except with reasonable cause). The Processor website (currently posted at https://minitab.com/legal/data-processing-agreement/subprocessors (also attached as Annex 2)) is updated as needed from time to time and lists sub-processors that are currently engaged by Processor to carry out processing activities on Controller’s personal data.
   b. executes a written contract with each subprocessor with the same or more protective obligations and data protection measures contained in this Data Processing Agreement and Appendix 2 of the Standard Contractual Clauses appended hereto in Annex 1, and provide a copy of such contracts to Controller upon request; and
   c. remains fully responsible and liable for any actions and omissions of subprocessors.

4. Processor will comply with all requirements of this Data Processing Agreement, the GDPR and applicable national laws with respect to all personal data received from or processed for Controller. Without limiting the generality of the foregoing, Processor will:
   a. process the personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the Processor is subject; in such a case, the
Processor will inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

b. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c. take all measures required pursuant to Article 32 of the GDPR;

d. respect the conditions referred to in Article 28 paragraphs 2 and 4 of the GDPR for engaging another Processor;

e. taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller’s obligation to respond to requests for exercising the data subject’s rights under the GDPR or applicable national data protection laws;

f. assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Processor;

g. make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

Processor will immediately inform the Controller if, in its opinion, an instruction from Controller infringes the GDPR or applicable national data protection laws, or if Processor believes that it cannot comply with any instruction or any requirements under this Data Processing Agreement.

5. Processor will without undue delay, and within the period specified by applicable law, inform the Controller of any loss or breach of security of the personal data. Processor will, at a minimum, provide the following details:

   a. the nature of the loss or breach; and

   b. an estimation of the number of data subjects involved, and, where possible, their names.

Processor will promptly investigate such loss or breach and will provide Controller with reasonable assistance to satisfy any legal obligations (including obligations to notify data protection authorities or data subjects) of Controller in relation to such loss or breach.

6. This Data Processing Agreement will remain effective as long as Processor provides services for Controller or processes personal data received from Controller or in the context of providing services for Controller. Upon termination of the Subscription Agreement (in whole or in part) or earlier upon Controller’s request, and at Controller’s choice, Processor will, unless any applicable law, competent court, or supervisory or regulatory body prevents Processor from returning or destroying the personal data transferred:

   a. destroy all personal data processed and any copies thereof and certify to Controller on request that Processor has done so; or

   b. in accordance with Controller’s instructions, return all personal data processed and the copies thereof to Controller or other recipient identified by Controller.
7. Processor will monitor and self-audit its own compliance with its obligations under applicable national data protection law, the GDPR and this Data Processing Agreement and will provide Controller with periodic reports, at least annually.

8. At Controller’s written request, Processor will allow an audit (on-site or remotely) to verify Processor’s and any of its subprocessors’ compliance with obligations under applicable national data protection law, the GDPR and this Data Processing Agreement, to be carried out either (a) by an independent Certified Public Accountant bound by a duty of confidentiality selected by Controller and approved by Processor (which approval will not unreasonably be withheld or delayed) and where applicable, in agreement with the competent data protection authority, or (b) by a competent data protection authority. The audit will be carried out in close cooperation with Processor’s Data Protection Office at 1829 Pine Hall Road, State College, PA 16801; dpo@minitab.com. The parties will agree on the scope of the audit in advance. Controller will notify Processor in writing a minimum of ten (10) business days prior to any audit being carried out. Controller will bear the costs of the audit unless the audit uncovers compliance deficits that are not immaterial, in which case Processor will reimburse Controller for the costs of the audit. If Controller requests Processor to incur out-of-pocket costs to assist Controller in the audit, then Processor is entitled to a reasonable, pre-approved reimbursement for its costs of the audit incurred by Processor, to be paid by Controller only if the audit does not uncover compliance deficits that are not immaterial.

9. Processor will assist Controller, to the extent reasonably possible, to comply with applicable law in a reasonable time. Without limiting the generality of the foregoing, Processor will assist Controller with any data protection impact assessment and consultation procedures, if any that relate to the services provided by Processor to Controller and the personal data that Processor handles for Controller.

10. Processor will assist Controller with any data subject access, portability, correction, erasure or blocking requests and objections. If Processor receives any request from data subjects, data protection authorities, or others relating to its data processing, Processor will immediately inform Controller and assist Controller with developing a response (but Processor will not itself respond, except per instructions from Controller). Processor will also assist Controller with the resolution of any request or inquiries that Controller receives from data protection authorities relating to Processor and, if and to the extent requested by Controller, cooperate with any authorities’ requests.

11. Processor will notify Controller without undue delay:

   a. about any legally binding request for disclosure of personal data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

   b. about any complaints and requests received directly from data subjects (e.g., regarding access, rectification, erasure, data portability, objection to processing of data, automated decision-making), and assist Controller with a response and resolution of the request, but not respond until Controller provides instructions;

   c. if Processor becomes aware of a data protection breach at Processor or its subprocessors; without limiting any other obligations under applicable law, the GDPR or contracts, Processor will assist Controller with investigating the breach and satisfying Controller’s obligations to inform data subjects, authorities and others, and handle documentation and other requirements.
12. In case Processor is established in, or transfers or makes accessible any personal data to any subprocessors outside of, any country other than the Member States of the European Economic Area or Switzerland, by agreeing to this Data Processing Agreement, Processor agrees that it: (a) is certified under EU-US Privacy Shield and where applicable Swiss-US Privacy Shield (collectively “Privacy Shield”) for any processing that is performed in the United States or, as may be required, a similar framework that provides approved safeguard for data transfers (as recognized under the Data Protection Laws) or a European Commission finding of adequacy (the Privacy Shield and similar frameworks are collectively referred to as a “Privacy Framework”); or (b) if Processor is not certified under a Privacy Framework, or if the Privacy Framework under which the Processor is certified is deemed invalid by an applicable regulatory body, then the parties agree that the Standard Contractual Clauses approved by the EU authorities under Data Protection Laws and set out in Annex 1 will apply in respect of that processing, and Processor will comply with the obligations of the ‘data importer’ in the Standard Contractual Clauses and Controller will comply with the obligations of the ‘data exporter’.

13. All obligations under this Data Processing Agreement apply in addition to, not in lieu of, any other contractual, statutory and other obligations of Processor.

14. The parties agree that Controller’s affiliates are intended third-party beneficiaries of this Data Processing Agreement and such provisions are intended to inure to the benefit of the affiliates. Without limiting the foregoing, Controller affiliates will be entitled to enforce this Data Processing Agreement as if each was a signatory to this Data Processing Agreement.

15. In case of any conflict or inconsistency, the order of precedence in respect of the processing of personal data shall be: the Annexes to this Data Processing Agreement, this Data Processing Agreement, and then the Subscription Agreement.

16. This Data Processing Agreement shall not restrict the GDPR or any other applicable data protection laws. If any provision in this Data Processing Agreement is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In case a necessary provision is missing, the parties shall add an appropriate one in good faith.

17. Processor guarantees the prompt and satisfactory performance of its obligations and responsibilities under this Data Processing Agreement by Processor, and Processor agrees that it shall be responsible for all costs associated with its compliance of such obligations.
Annex 1 – Standard Contractual Clauses

EUROPEAN COMMISSION
DIRECTORATE-GENERAL

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection
You (as defined in the Data Processing Agreement)(the data exporter)
And
MINITAB, LLC
(the data importer)
each a “party”; together “the parties”;
HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions
For the purposes of the Clauses:

(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) ‘the data exporter’ means the controller who transfers the personal data;
(c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) ‘the subprocessor’ means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in
which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Federal data protection law of the United States and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocess services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).
Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:
   (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
   (ii) any accidental or unauthorised access, and
   (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessring, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. Reserved.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject to referral of the dispute in accordance with GSAR 552.212-4(d) Disputes.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

**Clause 9**

**Governing Law**

The Clauses shall be governed by the Federal laws of the United States.

**Clause 10**

**Variation of the contract**

This Agreement and Clauses is not subject to revision or amendment. The parties may supplement the Agreement and Clauses by addressing business related issues with the Ordering Activity and including supplemental terms and conditions in the Task/Delivery/Purchase Order.

**Clause 11**

**Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.
Appendix 1

to the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The Ordering Activity under GSA Schedule contracts identified in the Purchase Order (defined as “You”) that has entered into the Agreement with Minitab, LLC for the provision of Services as described in the Agreement.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Minitab, LLC, which processes personal data upon the instruction of the data exporter in accordance with the Agreement.

Data Subjects

The data subjects may include Your customers, employees, suppliers, and end-users.

Categories of Data

The personal data transferred concern the following categories of data (please specify):

Your Content uploaded to the Services under Your accounts

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The purpose, nature and subject matter of the Processing of Personal Data by Processor, under this Data Processing Agreement, are those Processing operations, which are necessary to provide the Services, which are referred herein.

The Processing of Personal Data referred to under this Data Processing Agreement shall occur throughout the term of this Data Processing Agreement and the provision of Services.
Appendix 2

to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Information Security Program Minimum Security Elements

"Security Obligations" is defined as:

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Minitab implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- the pseudonymization and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In furtherance of the above definition, Minitab takes the following specific measures to ensure that it meets the Security Obligations prescribed in Section 4 of the Agreement.

1. Physical Access Control

Measures to prevent unauthorized persons from gaining access to data processing systems for processing or using the Personal Data:

- A main entrance is staffed with a reception area and receptionist(s) to monitor and control entry into the offices (where available).
- 24/7 on-premise security monitoring including intruder alerts and environmental notifications.
- Access control via key cards are used to restrict entry to physical buildings (where available).
- Special security zones are established, and access is logged via electronic means.
- Video surveillance of entry doors and parking lots (where available).

2. Logical Access and Security Controls

Measures to prevent that unauthorized persons use data processing equipment and – procedures:

- Enforced strong authentication and conditional access policies.
- Multi-factor authentication is used for administrative control (when available).
• A strong password policy, requiring complex passwords, a maximum password age, a minimum password age, account lockout policies and other logon restrictions.
• An industry standard firewall and other components are used to limit traffic into the environment from unauthorized locations and control inbound and outbound network traffic for specific IP addresses and address ranges, protocols, applications, and content types based on Minitab’s information security policies.
• Industry standard anti-malware software is used on all endpoints with protection against ransomware and other exploits.

3. Data Access Control
Measures that ensure that persons entitled to use a data processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights:

• Access rights are limited with the principle of least privilege, which requires users and services are granted only the permissions needed to perform their work or function.
• Roles and groups are used to assign appropriate permissions.
• Security incident and event management software is used to centralize and preserve audit logs.
• Policy forbids shared terminals and accounts in production systems.

4. Data Transfer Control
Measures to ensure that the Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of the Personal Data by means of data transmission facilities can be established and verified.

• A centralized identity provider is used with conditional access, Multi-Factor Authentication (MFA) and Single Sign-On (SSO) (when available.)
• Hard drive encryption is used on mobile devices, workstations, and servers (when available.)
• End-to-End encryption is employed for data transmission.
• Auditing and reporting features are used to track user and administrative activity.

5. Entry Control
Measures to ensure that it is possible to check and ascertain whether Personal Data have been entered into, altered or removed from data processing systems and if so, by whom:

• Logging of data entry (when available.)
• Ability to prove deletion of data
• Purge confirmation

6. Availability Control
Measures to ensure that the Personal Data is protected against accidental destruction or loss:

• High availability of critical systems with redundant hardware and failover processes maximize system uptime and availability.
• Hardware, software, and peripherals are standardized throughout the organization for fast system recovery.
• System configurations are documented and available as part of business continuity planning.
• A flywheel UPS system provides emergency power.
• Backup media is encrypted and stored offsite in a secure, environmentally controlled location.
• On-premise data and systems are backed up/restored on a regular schedule.
• Database backups are performed on a regular basis and are encrypted.
• Appropriate contingency planning controls are in place.

7. Control of Data Set Separation

• Logical separation of data of customers.

*** END OF ANNEX 1, APPENDIX 2 ***
Annex – 2

The following subprocessors provide technologies used to deliver specific Minitab Services. If you deploy one of the services above, the subprocessor(s) identified may process, store, or otherwise access customer data or personal data in the course of helping to provide that service.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Data Location</th>
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</thead>
<tbody>
<tr>
<td>Nalpeiron</td>
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<tr>
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<tr>
<td>Scribe</td>
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<td>Microsoft Azure</td>
<td>United States of America, East Asia, Germany</td>
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<tr>
<td>Microsoft Dynamics</td>
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<tr>
<td>Cleverbridge</td>
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<td>XANT</td>
<td>Global</td>
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</tbody>
</table>

To the extent required under contractual agreement or as may be required by applicable law, this page will be updated as needed and notice may be given when there is any new or replaced subprocessor(s).

*** END OF ANNEX 2 ***
Minitab Acceptable Use Policy

Effective Date: March 24, 2021

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the following online service (the “Service”) offered by Minitab, LLC:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®
- Companion by Minitab®

The examples described in this Policy are not exhaustive. We may modify this Policy at any time by providing You notice as may be required by law.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- Illegal, Harmful or Fraudulent Activities. Any activities that violate any law or regulation, that violate the rights of others, or that may be harmful to others, Our operations or Our reputation.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is fraudulent, deceptive, harassing, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data or otherwise jeopardize the security of Your or anyone else’s account, including viruses, Trojan horses, worms, time bombs, ransomware, or cancelbots.
- Harmful Use. Use that reformats or frames any portion of the webpages that are part of the Service without Our written consent, or decompiles, reverse engineers, decodes or otherwise attempts to derive or obtain the source code or underlying ideas or information of or relating to the Service or System (unless applicable laws specifically prohibit such restriction).

No Security Violations

You may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:
• Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System or crawl, scrape, index or extract web data from any part of the Services or System.
• Interception. Monitoring of data or traffic on a System without permission.

Our Monitoring and Enforcement
We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Service. We may:

• investigate violations of this Policy or misuse of the Service; or
• remove, disable access to, or limit user resources that violates this Policy or any other agreement We have with You for use of the Service in accordance with GSAR 552.212-4(d) Disputes.

We may report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing available information related to alleged violations of this Policy.

Reporting of Violations of this Policy
If You become aware of any violation of this Policy, You will immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact legal@minitab.com.
SUBSCRIPTION AGREEMENT FOR QUALITY TRAINER®

IMPORTANT – READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT (“YOU” OR “YOUR”) AND MINITAB, LLC (“US”, “OUR”, “WE” OR “MINITAB”) GOVERNING YOUR SUBSCRIPTION TO THE SERVICE IDENTIFIED BELOW (“SERVICE”).

MINITAB WILL PROVIDE YOU ACCESS TO THE SERVICE ON A SUBSCRIPTION BASIS ONLY UPON CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”). IF YOU EXECUTE A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT FOR THE SERVICE, YOU AGREE TO BE BOUND BY ALL THE TERMS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACTIVATE OR USE THE SERVICE.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT FOR A BUSINESS ENTITY AFFIRMS THAT HE OR SHE HAS BEEN AUTHORIZED BY THE BUSINESS ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON ITS BEHALF.

SERVICE: web-based learning service known as Quality Trainer by Minitab and support.

TRIAL PERIOD SUBSCRIPTION: If accepting this Agreement for a trial subscription to the Service, the terms of this Agreement apply, provided, however, that the Service will cease to function at the expiration of Your trial period.

The terms of this Agreement do not apply if You and Minitab have entered into a separate, written agreement for the Service.

The term of Your subscription (“Subscription Term”) is listed in the purchase confirmation, receipt, and/or on the invoice You receive from Us. Any purchase order submitted by You is subject to section 11.9 herein.

1. Subscription and Restrictions

1.1. Services. During Your Subscription Term, We will provide You with access and use of the Service for Your internal business purposes.

1.2. Authorized Use. If You are a business or government entity, You may permit Your authorized employees and independent contractors (“Authorized Users”) to access or use the Service for Your internal business purposes only. You are responsible for any access or use of the Service by any Authorized User.

1.3. Restrictions. You shall not and shall not permit any third party to: (a) knowingly or intentionally permit access to or use of the Service by anyone other than Authorized Users; (b) copy the Service or any portion thereof; (c) translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code or non-public APIs of the
Service; (d) modify, adapt, translate or create a derivative work from the Service; (e) remove any proprietary notices, labels, or marks on the Service; or (f) assign, sublicense, rent, transfer, publish, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties, all or any part of the Service.

2. **Subscription Fees**

2.1. **Fees and Payment.** The subscription fee You pay as set forth on any invoice You receive from Us regarding the Service governs the maximum number of Authorized Users permitted for the applicable Subscription Term. The maximum number of Authorized Users of the Service may be increased during any Subscription Term by paying additional user fees for the time remaining in Your then-current Subscription Term.

2.2. **Payment Terms.** Payment of Your subscription fee for the applicable Subscription Term is governed by GSAR 552.212-4(i) Payment.

2.3. **Taxes.** We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3. **Subscription Term; Renewal; Termination; Effect of Non-Renewal or Termination**

3.1 **Subscription Term; Renewal.** Based on the type of subscription You have purchased subject to this Agreement, Your Subscription Term for the Service is:

   i. For a period of months, according to the length of the term You have purchased for a Term Subscription;
   ii. One (1) year from the first day of the month following Your purchase of the Service for a One-Year Subscription; or
   iii. For a period of three (3) years from the first day of the month following Your purchase of the Service for a Three-Year Subscription.
   a. A Three-Year Subscription fee is fixed during the three (3) year Subscription Term, and is paid in three (3) equal payments:
      1. At the time of Your initial purchase;
      2. One (1) year after the date of Your initial purchase; and
      3. Two (2) years after the date of Your initial purchase.
   b. You will only receive continued access to the Service upon payment of the subscription fee in accordance with section 3.1.iii.a above.
   iv. You will only receive continued access to the Service if prior to expiration of a Subscription Term:
      a. We receive Your payment of the then-current subscription fee in accordance with the invoice We send You; or
      b. We receive a purchase order or other written or electronic confirmation, acceptable to Us, of Your intent to pay the then-current subscription fee in accordance with the invoice We send You.
v. Reserved.
vi. A subscription has the option to renew for a One-Year or Three-Year Subscription by paying the applicable then-current subscription fee.

3.2. Termination by You. Termination of this Agreement for the Government’s Convenience is governed by GSAR 552.212-4(l).

3.3. Termination by Us. Termination of this Agreement for Cause is governed by GSAR 552.212-4(m). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3.4. Effect of Non-Renewal or Termination. Upon non-renewal of Your subscription or termination of this Agreement:
   i. All rights granted to You will terminate and You shall immediately cease access to and use of the Service;
   ii. You will not be entitled to a refund of any portion of the subscription fee You have already paid;
   iii. You remain liable to pay Us all applicable outstanding fees due as of the date of non-renewal or termination.

4. Use of Service

4.1. Your Responsibilities. You are solely responsible for providing the necessary hardware and software environment as defined by the System Requirement attached hereto to access and use the Service.

4.2. User ID and Login Security. Each named Authorized User must have a single unique User ID and Login password (“User Credentials”) and keep their User Credential information strictly confidential and not share such information with any unauthorized person. You are responsible for all activities that occur from use of such User Credentials. You must immediately notify Us of any unauthorized use of User Credentials or any other breach of security pertaining to Your access to the Service.

4.3. Service Availability and Uptime. Our service level commitment to You is set forth in the Service Level Agreement Terms attached hereto.

4.4. Service Support. Minitab provides You, at no additional charge, reasonable amounts of technical support in accordance with Our published Support Policy attached hereto.
4.5. **Updated Terms.** The non-material terms and conditions of the Minitab Support Policy, Acceptable Use Policy and Data Processing Agreement (“DPA”) may be updated from time to time upon reasonable notice to You (which may be provided through the Service) to reflect process improvements or changing practices. If You object to any non-material update, then upon Your written objection, the previous version of such policy will govern through the end of Your then-current Subscription Term. Any material updates to the Minitab Support Policy, Acceptable Use Policy, and the DPA shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms.

5. **Proprietary and Ownership Rights; Your Content; Data Rights; Data Privacy**

5.1. **Ownership.** The Service is the sole and exclusive property of Minitab, including, without limitation, all copyright, trademark, patent, trade secret, database, and other intellectual property and proprietary rights inherent therein or belonging thereto. This Agreement does not constitute a sale of the Service and no title or proprietary rights to the Service are transferred to You under this Agreement. Minitab is the exclusive owner of all rights in any copy, translation, modification, adaptation, or derivation of the Service, including any improvement or developments thereof suggested by You.

5.2. **Your Content.** You warrant that You are the owner of, or have obtained applicable permission to have and use, all the data and content that You enter or upload using the Service (collectively, “Your Content”). You are responsible for entering or uploading all of Your Content in a format consistent with the Service documentation (or as otherwise specified by Us). Errors in loading Your Content into the Service due to defective media, erroneous data, or failure to meet format requirements may cause Your Content to be rejected by the Service and We have no responsibility for any related impact on Your ability to access or use the Service. You acknowledge that Minitab is not responsible for and does not give any assurances to You or any other entity or person regarding the accuracy, quality, integrity, legality, reliability, appropriateness, validity, value, usefulness, or copyright of Your Content.

5.3. **Your Content – Health Information.** If You are a Covered Entity under the Health Insurance Portability and Accountability Act (as amended and supplemented, “HIPAA”), You shall not upload to the Service any patient, medical or other protected health information regulated by HIPAA or any similar federal, national, or state laws, rules, or regulations (“HIPAA Data”). Minitab has no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal, national, state laws, rules, or regulations.

5.4. **Usage Data.** The Service collects statistical data, trends, and usage information from use of the Service by You (“Usage Data”). Usage Data is only used by Us for purposes of evaluating improvements and enhancements to the Service and We are the sole and exclusive owner of any collected Usage Data.

5.5. **Data Privacy.** Your use of this Service is also governed by Our Privacy Policy attached hereto, which describes how We collect and use information, including personal information about You and information about the systems on which the Service is accessed.
6. **Data Processing; Acceptable Use**

6.1. **Processing of Your Content.** You hereby grant Minitab and its subcontractors a royalty free, irrevocable, non-exclusive, worldwide right to store, transmit, reproduce, distribute, display, and make available Your Content to You in whole or in part solely to the extent necessary to provide You the Service, or as may be required by law. Minitab shall not use Your Content in any other manner except as expressly described in this Agreement.

6.2. **Control of Your Content.** You acknowledge and agree that You are the controller of Your Content, including any personally identifiable information therein, and Minitab is the processor of Your Content. You acknowledge that Minitab specifically disclaims that it is a “data controller” and agree that Minitab is not acting as a “data controller” of any of Your Content under any data protection laws in which such definition of “data controller” or similar capacity may be found.

6.3. **Location of Data Processing.** Your Content may be transferred to, and processed in, the United States or any other country in which We or Our affiliates or subcontractors maintain facilities. You appoint Us to perform any such transfer of Your Content to any such country and process Your Content in order to provide the Services in compliance with the terms of this Agreement.

6.4. **Data Processing Addendum.** Our Data Processing Agreement (“DPA”) attached hereto applies to and governs all activities concerning the processing of personal data (as defined in the DPA) included in Your Content.

6.5. **Acceptable Use.** Your use of this Service is governed by Our Acceptable Use Policy attached hereto. In addition, You are also solely responsible for compliance with all applicable laws, including, without limitation, all applicable export, import, and data protection laws and regulations applicable to You and Your Content.

7. **INDEMNIFICATION**

7.1. **Indemnification by Us.** We shall defend or settle at Our expense any third party claim brought against You alleging that the Service, when used as authorized under this Agreement, infringes such third-party’s copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If any infringement claim with respect to Your access to, or use of, the Service may be or has been asserted, We shall, at Our option and expense, (a) procure the right to continue accessing and using the Service or (b) replace or modify the Service to eliminate the infringement while providing functionally equivalent performance. If neither of (a) and (b) above are commercially feasible as determined in Our sole discretion, We may terminate this Agreement and
Your subscription and refund to You the pro-rata amount of any prepaid fees for Your remaining then-current Subscription Term. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to the Service not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of the Service, (iii) Your Content, or (iv) use, combination, or incorporation of the Service, or improvements thereto, with products or services not provided by Us. You acknowledge that the indemnification in this section states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

7.2. **Reserved.**

8. **LIMITED WARRANTY**

We warrant the Service will operate in substantial conformity with the applicable Service documentation. We will use commercially reasonable efforts to correct a reported non-conformity, at no charge to You, or if We determine that remedy to be impracticable or commercially unreasonable, either party may terminate the subscription and Minitab will refund any fees for prepaid but unused Service. The preceding sentence is Your sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply: (a) unless You makea claim within 30 days of the date on which You first noticed the non-conformity, or (b) when thenon-conformity was caused by Your misuse, unauthorized modifications, or third-party hardware, software, or services.

9. **DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, THE SERVICE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. MINITAB DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OR ALL ERRORS OR REPORTED NON-CONFORMITIES IN THE SERVICE WILL BE CORRECTED. MINITAB SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO ANY THIRD PARTIES WITH WHOM YOU SEPARATELY CONTRACT. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. **LIMITATION OF LIABILITY**

10.1. **Consequential Damages Waiver.** EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTIONS 1.3.C, 1.3.D, AND 1.3.F (RESTRICTIONS) AND SECTION 7
(INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE
OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE
DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL,
INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING
LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,
TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY
OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING
MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE
LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL
DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY
NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1)
PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2)
FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE
EXCLUDED BY LAW.

10.2. Liability Cap. EXCEPT FOR A PARTY’S OBLIGATIONS UNDER SECTIONS 1.3.C,
1.3.D, AND 1.3.F (RESTRICTIONS) AND SECTION 7 (INDEMNIFICATION), EACH PARTY
AND ITS AFFILIATES’ ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES
(FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT
ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) BY YOU
TO MINITAB UNDER THIS AGREEMENT UNDER THE APPLICABLE PURCHASE ORDER

10.3. Failure of Essential Purpose. The limitations specified in this Section 10 will survive and
apply even if any limited remedy specified in this Agreement is found to have failed of its essential
purpose.

11. Miscellaneous

11.1. Relationship of the Parties. The relationship between You and Minitab remains at all times
non-exclusive, and nothing contained herein shall render or constitute the parties as joint ventures,
partners, or agents of each other. No person or entity not a party to this Agreement has any right
of action hereunder.

11.2. Assignment. This Agreement and access to the Service may not be resold, assigned, or
otherwise transferred by You to another person or entity without Our written consent, which
consent shall not be unreasonably withheld.

11.3. Force Majeure. Excusable delays shall be governed by GSAR 552.212-4(f).

11.4. Government Use. This customary commercial license is provided in accordance with FAR
12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions,
DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in
Commercial Computer Software or Computer Software Documentation). Manufacturer/Contractor/Licensor is: Minitab, LLC, Quality Plaza, 1829 Pine Hall Road, State
College, Pennsylvania 16801, USA.
11.5. **Governing Law.** This Agreement is governed by and construed in accordance with the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.6. **Partial Invalidity.** The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11.7. **Reserved.**

11.8. **Waivers.** No failure by either party to enforce a provision of this Agreement, and no waiver by either party of its rights under any provision thereof, will be deemed a waiver of subsequent breaches.

11.9. **Priority.** A conflict between the terms and conditions of this Agreement, a Purchase Order, the terms and conditions of the GSA Schedule Contract, or any other document shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

11.10. **Entire Agreement; Amendments.** This Agreement and the attached System Requirements, Service Level Agreement Terms, Support Policy, Privacy Policy, DPA, and Acceptable Use Policy constitute the entire agreement between the parties respecting Your use of the Service and supersede any prior written or oral agreements between the parties.

11.11. **Notice.** Except as otherwise provided in this Agreement, all notices must be in writing and will be deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); or (c) the second business day after mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address You have provided to Minitab or to such other address either party may, from time to time, provide to the other party in accordance with this notice provision.

11.12. **Survival.** All provisions that should survive, including Sections 2 (to the extent fees are due and owing), 3.4, 5, 7, 9, 10 and 11 survive the termination of this Agreement.
Quality Trainer Web App

**Connectivity:** An internet connection is required

**Supported Browsers:**
- Chrome
- Chromium Edge
- Safari for Mac

Quality Trainer SCORM version

**Learning Management:** System compliant with SCORM 2004, 3rd edition content

**Disk Space:** 1 GB (minimum) free space available per language version

**Connectivity:** An internet connection is required

**Supported Browsers:**
- Chrome
- Chromium Edge
- Safari for Mac
Service Level Agreement Terms (SLA)

Effective Date: March 24, 2021

Attached to the Subscription Agreement for the following offered Minitab Services, when applicable:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®

Service Uptime

We use commercially reasonable efforts to meet a Service Uptime of 99.5% availability in a given calendar month. The Service is considered available when it is capable of receiving, processing, and responding to requests.

Service Credits

i. If the Service fails to meet the Service Uptime in any month due to unscheduled downtime, You may be eligible for a Service Credit of 5% of the monthly prorated amount of Your Subscription Fee for the affected Service.

ii. In order for Us to consider a Service Credit, You must submit a claim to Us within thirty (30) days following the date of unscheduled downtime (“Incident”) for the affected Service. The claim must include all reasonable details regarding the Incident, including but not limited to, detailed descriptions of the Incident, the duration of the Incident, and any attempts made by You to resolve the Incident. We will use all information reasonably available to validate the claim and determine if a Service Credit will be awarded to You.

iii. All Service Credits awarded will be (i) applied against the invoice or renewal for Your next applicable Service Subscription Term, or (ii) refunded to You within sixty (60) days after expiration or termination of the applicable Service Subscription.

iv. Your sole and exclusive remedy for any interruption in Service Uptime is a Service Credit as provided for herein.
Support Policy

Phone, email, and online support is available for the current release of the desktop products and for one year after they are no longer widely distributed. This support includes assistance with installation and deployment, product activation, maintenance releases, licensing, use of the software and interpretation of the output.

Phone, email, and online support is available for the cloud-based products including assistance with access to and use of the products, interpretation of the output, and installation of the desktop components.

Once a product reaches the Support End Date, customers will no longer receive support regarding the use of the software, interpretation of output, installation, product activation, or licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

Download the latest version of our desktop products now at http://www.minitab.com/downloads/.

<table>
<thead>
<tr>
<th>Product</th>
<th>Released</th>
<th>Support End Date*</th>
<th>Environments Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minitab 19.x</td>
<td>05-June-2019</td>
<td>Windows: 21-October-2021 macOS: 1-June-2021</td>
<td>Windows: 8, 8.1, 10 (64-bit version requires 64-bit Operating System) macOS: 10.14, 10.15</td>
</tr>
<tr>
<td>Minitab 20.x</td>
<td>21-October-2020</td>
<td>TBD</td>
<td>Windows: 8.1, 10 (64-bit only)</td>
</tr>
<tr>
<td>Minitab Desktop App</td>
<td>21-October-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Minitab Web App</td>
<td>21-October-2020</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Application</td>
<td>Release Date</td>
<td>Compatibility</td>
<td>OS Compatibility</td>
</tr>
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<td>---------------------------------------------</td>
</tr>
<tr>
<td>Minitab Connect</td>
<td>21-Oct-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Real-Time SPC</td>
<td>28-Jul-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Express 1.5.x</td>
<td>18-May-2016</td>
<td>1-Jun-2021</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>macOS: 10.12, 10.13, 10.14</td>
</tr>
<tr>
<td>Workspace 1.x</td>
<td>07-Apr-2020</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td>Companion 5.4.x, 5.5.x</td>
<td>5.4: 10-Dec-2019</td>
<td>5.4: 07-Apr-2021</td>
<td>Windows: 8, 8.1, 10</td>
</tr>
<tr>
<td></td>
<td>5.5: 07-Apr-2020</td>
<td>5.5: 24-Mar-2022</td>
<td></td>
</tr>
<tr>
<td>Engage Web App</td>
<td>24-Mar-2021</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge</td>
</tr>
<tr>
<td>Engage 6.x</td>
<td>24-Mar-2021</td>
<td>TBD</td>
<td>Windows: 8.1, 10</td>
</tr>
<tr>
<td>SPM 8.3.x</td>
<td>28-Nov-2018</td>
<td>TBD</td>
<td>Windows: 8, 8.1, 10 (SPM 8.3 -64 bit only)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Linux: Ubuntu 14.04, 16.04, CentOS 6.9, 7.5, RHEL 6.9, 7.5</td>
</tr>
</tbody>
</table>

TBD = To be determined
The Support End Date in the table above references when customers will no longer receive support with use of the software, interpretation of output, installation, product activation, and licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

**Minitab License Manager**

The Minitab License Manager software is utilized in multi-user installations. This software manages the licensing information and allows Minitab applications to launch. As with our main products, we enhance and upgrade our License Manager solutions and as such, need to sunset older versions. The chart below outlines the currently supported versions of the Minitab License Manager and the compatible versions of Minitab applications. We encourage all our customers to be on the latest versions of all of our solutions to take advantage of our world class support, features and functionality.

<table>
<thead>
<tr>
<th>Version</th>
<th>Released</th>
<th>Support End Date</th>
<th>Minitab Versions</th>
<th>Environments Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Express: 1.5.x</td>
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<td></td>
<td></td>
<td></td>
<td>Workspace: 1.x</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Companion: 5.4.x, 5.5x</td>
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<td>Express: 1.5.x</td>
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<td>Workspace: 1.x</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Companion: 5.4.x, 5.5x</td>
<td></td>
</tr>
</tbody>
</table>
Cloud-Based Products

Minitab® Statistical Software – Web App, Minitab Engage™, Quality Trainer®, Real-Time SPC Powered by Minitab®, Minitab Connect™ and Companion by Minitab™

Service Level Agreement Terms (SLA)

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): Error that results in loss of all of the Service’s processing capability.
- Level 2 (Medium): Error that disables major functions from being performed and therefore affects the normal operation of the Service.
- Level 3 (Low): Error that disables only certain non-essential functions, does not affect normal operation of the Service, and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Service is returned to operation. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Service returns to operation.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Desktop Products
Minitab® Statistical Software – Desktop App, Minitab Express™, Minitab Workspace™ and SPM® – Salford Predictive Modeler

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): An Error in the Software that results in a complete loss of operational functionality.
- Level 2 (Medium): An Error in the Software that results in a loss of major functionality affecting normal operation of the Software.
- Level 3 (Low): An Error in the Software that results in loss of only certain non-essential functionality and does not affect normal operation of the Software and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Software is returned to operational functionality. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Software returns to operational functionality.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Statistical Consulting

If you need assistance using a statistical tool or understanding the output generated by the software, our technical support team can help. However, if you need help choosing an appropriate statistical tool for your project or interpreting the output relative to your
process, you need the personalized support available through our Statistical Consulting service.

To help clarify the differences between technical support and statistical consulting, consider the following examples:

**Technical Support Questions**

How do I create a fractional factorial design in Minitab?

What does the number of distinct categories mean in the Gage R&R output, and how is it calculated?

When I analyze my data using regression, I get an error. What does the error mean?

**Statistical Consulting Questions**

Should I create a fractional factorial design for my project?

I have four distinct categories, according to my Gage R&R output. Is this acceptable?

Should I use regression to analyze my data?

In some cases, our technical support staff may provide assistance with statistical concepts as part of answering a question about software use. But questions that are clearly about statistical concepts are referred to our statistical consultants, all of whom are seasoned statisticians with years of quality improvement experience.

**Statistical Tutoring**

If you have a few general statistical questions related to an analysis in our software, our technical support team is often able to assist. However, the technical support team does not provide extensive statistical instruction. You will need to begin building a foundation of knowledge via a statistical reference that thoroughly covers the tool or topic of interest. You may also want to consider:

- Help Online
- Training
- Tutoring through our Statistical Consulting service
Questions that indicate a need for more extensive statistical instruction than our technical support team provides will most often be referred to one of the previously mentioned resources.
Privacy Policy

Effective Date: 05/06/2021

Minitab, LLC ("Minitab" or "we") is committed to privacy and data protection. This Privacy Policy applies to all Personal Data Minitab collects from you (either an individual or a single entity acting on behalf of its authorized individual users), through our interactions with you and through our products; as well as how we use and protect that data. Minitab is the controller of this data.

The Privacy Policy applies to all websites which are run by, or under the control of, Minitab, LLC (collectively, the "Sites"), and our applications, products, and services (including the Sites) (collectively, the"Services"). All references to "Minitab", "the Company", "we" and "our" include not only Minitab, LLC, located at 1829 Pine Hall Road, State College, PA, 16801-3210 USA, but also our wholly owned subsidiaries and affiliates, unless expressly stated otherwise.

This Privacy Policy does not apply to the data you input to our Services, or the files generated using our Services ("Your Content"). You act as the controller of Your Content.

This Privacy Policy does not apply to any third-party applications or software that integrate with our Services, or any other third-party products, services, or businesses (collectively, "Third Party Services"). Third Party Services are governed by their own privacy policies. We recommend you review the privacy policy governing any Third-Party Services before using them.

We may provide additional disclosures relating to the processing of personal information about residents of certain countries, regions, or states. Listed below are additional disclosures that may be applicable to you.

- If you are a California resident, please see the additional privacy disclosures in the Privacy Notice For California Residents.

Any questions or concerns regarding Minitab’s privacy and data protection practices can be directed to our Data Protection Office at dpo@minitab.com or by calling +1-814-238-3280 or +1-800-448-3555.

Personal Data We Collect

Minitab collects data to provide the Services you request, ease your navigation on our Sites, communicate with you, and improve your experience using our Services. Some of this information is provided by you directly, such as when you create an account on our Sites, request a trial and/ or purchase a Service. Some of the information is collected through your interactions with our Services. We collect such data using technologies like cookies and other tracking technologies, error reports, and usage data collected when you interact with Minitab Services running on your device.

We also obtain data from third parties or use third parties to assist us with data collection. For example, we may supplement the data we collect as described in this section by purchasing demographic data from other companies. We also use services from other companies to help us determine a location based on
your IP address notably to customize certain services to your location. In addition, we utilize third-party services to collect usage data.

The data we collect depends on the Services and features thereof that you use, and includes the following:

**Name and contact data.** We collect your first and last name, e-mail address, postal address, phone number, and other similar contact data.

**Credentials.** We process passwords and related security information used for authentication and account access and information security purposes.

**Payment data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number).

**Usage data.** We collect personalized information about your use of our Services, to better understand uses thereof and identify potential improvements, as well as to send you promotional communications or offers tailored to your use of our Services.

Examples include:

- Information based on your use of our Services running on your device. This includes the types of files being imported, the types and frequency of tools and commands being used, the size and nature of projects, and the frequency and duration of use. Note that we do not collect any of the data that you input/use in our Services, only analytical data about how you use the Service.
- Information on the web pages you visit on and off our Sites and the search terms you enter on our Sites.
- Information regarding the performance of our Services and any problems you may experience while using them. This information enables us to diagnose problems and offer support in resolution.
- Data about your device and the network you use to connect to our Services, including IP address, device identifiers, and regional and language settings.

**Web requests.** For our cloud-based Services, we collect information regarding every web request sent to the relevant servers. This information is used to provide support, as well as to assess usage and performance of our Services. The data collected for each request can include such things as timestamps, any exception messages, user agent, IP address, e-mail address, request time and duration, as well as filenames.

**Location data.** We collect your IP address and infer location such as city or postcode therefrom, when necessary, in order to provide you with the Services or to send you promotional communications or for customer relationship management purposes.

**Content.** We may collect the content of messages you send to us, such as feedback or questions you ask our technical support representatives, when necessary to provide you with the Services you use. We will collect and utilize any data files you send to us for troubleshooting and improving our Services so long as you have anonymized, scrubbed, or deleted any personally identifiable information contained therein which you do not want us to collect or utilize. When you contact us, phone conversations or chat sessions
with our representatives may be monitored and recorded in order to improve our services, facilitate the processing and resolution of your request or complaint.

**Surveys and Studies.** We may ask you to participate in a survey or study; and may request information from you. Participation is voluntary, and you have the choice of whether to disclose any requested information.

## How We Use Personal Data

Minitab uses information that we collect from customers and visitors for the purposes of:

- providing our Services;
- providing ongoing support;
- communicating with you, including promotional communications and customer relationship management (“CRM”);
- providing information about other Services;
- helping us run our company, for example to improve our Services or our security, train staff or perform marketing activities, including CRM;
- complying with our legal obligations and enforcing our legal rights, including the authorized use of our licenses; and
- accounting and other administrative purposes.

Examples of the uses of information include:

**Providing Services.** We use data to carry out your transactions with us and to provide Services to you. Often, this includes personal data such as e-mail, name, and address.

- Customer support. We use data to diagnose and address problems and provide other customer and support services.
- Activation. We use data, including device and application type, location, and unique device, application, network, and subscription identifiers to activate software and devices that require activation.
- Software Updates. Unless you have disabled the functionality of our Software Update Manager, our Services periodically communicate with our servers to perform functions such as checking for updates.

**Improving Services.** We use data to continually improve our Services, including adding new features or capabilities. Data is collected throughout your interactions with our Services that enable us to understand customer usage and tailor future capabilities.

We track general, non-personalized information (e.g., operating system, browser version and type of device being used) to know how many people visit specific pages of our Sites or utilize specific areas of our Services so that we may improve those Services. We may use your IP address to customize services to your location, such as the language displayed on our Sites.

Our [Cookies Policy](#) explains how we use cookies and similar technologies to collect information about the way you use our Services, and how to control them.
Please note that we use IP addresses on a highly restrictive basis to analyze trends, to administer the Sites, and to collect general information for aggregate use.

**Service Communications.** We use data we collect to deliver and personalize our communications with you. For example, we may contact you by e-mail or other means to notify you of changes in information and updates to our Services or to our Privacy Policy.

**Marketing and event communication:** We use Personal Data to deliver marketing and event communications to you across various platforms, such as e-mail, direct mail, social media, and online via our Sites. We also may send you invitations to trade shows or trainings relating to our Services that occur nearby you, based on your address.

Third parties may also market to you on our behalf based on your use of their third-party services. For example, some tradeshow organizers may collect precise geo-location (latitude and longitude) data when you grant permission through your mobile device’s system settings. Once you give permission, the tradeshow organizer may use your mobile device’s GPS, Bluetooth, or Wi-Fi connections to serve geo-targeted information about Minitab, such as booth location. You should consult and review the relevant third-party privacy statement or policy for information on their data processing practices.

If we send you a marketing e-mail, it will include instructions on how to opt out of receiving these e-mails in the future. We also maintain e-mail preference centers for you to manage your information and marketing preferences. For information about managing e-mail subscriptions and promotional communications, please visit the Your Rights Regarding Personal Data section of this privacy statement. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

**How We Share Personal Data**

It is the policy of Minitab and our wholly owned subsidiaries and affiliates to protect Personal Data both online and off-line. Access to Personal Data is restricted to only those employees or agents, contractors or subcontractors of Minitab who have valid reasons to access this information to perform any service you have requested or authorized, or for any other purpose described in this Privacy Policy. The information you provide will not be sold or rented to third parties.

We may provide your Personal Data to:

- Minitab-controlled affiliates and subsidiaries, located in and outside your country, including outside the European Union (in such case, we will use appropriate legal framework to operate data transfers);
- outsourced service providers who perform functions on our behalf, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers). For example, when you provide payment data to make a purchase, we will share payment data with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction;
- our authorized agents and representatives, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers), who sell products or provide services on our behalf, such as training service providers or product resellers;
anyone expressly authorized by you to receive your Personal Data;
• anyone to whom we are required by law to disclose Personal Data, upon valid and enforceable request thereof.

Finally, we will access, disclose, and preserve Personal Data, including your Content, when we have a good faith belief that doing so is necessary to:

1. comply with applicable law or respond to valid legal processes, including from law enforcement or other government agencies, upon valid and enforceable request thereof; or
2. operate and maintain the security of our Services, including to prevent or stop an attack on our computer systems or networks.

Please note that some of our Services may direct you to services of third parties whose privacy practices differ from Minitab’s. If you provide Personal Data to any of those services, your data is governed by their privacy statements or policies. Minitab, LLC and our wholly owned subsidiaries and affiliates are not responsible for the privacy practices of these other sites. Please review the privacy policies for these web sites to understand how they process your information.

We require third parties to only use your Personal Data for the specific purpose for which it was given to us and to protect the privacy of your Personal Data. We will only disclose your personal data to third parties who agree to keep your information confidential.

Handling of Personal Data

Security of Personal Data

Minitab is committed to protecting the security of your Personal Data. Depending on the circumstances, we may hold your Personal Data in hard copy and/or electronic form. For each medium, we use technologies and procedures to protect Personal Data. We review our strategies and update as necessary to meet our business needs, changes in technology, and regulatory requirements.

These measures include, but are not limited to, technical and organizational security policies and procedures, security controls and employee training.

Storage and Transfer of Personal Data

Personal Data collected by Minitab may be stored and processed in your region, in the United States or in any other country where Minitab, its affiliates or contractors maintain facilities, including outside the European Union. We take steps to ensure that the data we collect under this Privacy Policy is processed pursuant to the terms thereof and the requirements of applicable law wherever the data is located.

Minitab also collaborates with third parties such as cloud hosting services and suppliers located around the world to serve the needs of our business, workforce, and customers. In some cases, we may need to disclose or transfer your Personal Data within Minitab or to third parties in areas outside of your home country. When we do so, we take steps to ensure that Personal Data is processed, secured, and transferred according to applicable law.
We may use and transfer to any other app information received from Google APIs and will adhere to the Google API Services User Data Policy, including the Limited Use requirements.

If you would like to know more about our data transfer practices, please contact our Data Protection Office at dpo@minitab.com.

Retention of Personal Data

Minitab retains Personal Data for as long as necessary to provide the Services and fulfill the transactions you have requested, or for other business purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We are required by law to keep some types of information for certain periods of time (e.g., statute of limitations). If your Personal Data is no longer necessary for the legal or business purposes for which it is processed, we will generally destroy or anonymize that information.

Your Rights Regarding Your Personal Data

Minitab respects your right to access and control your Personal Data. You have choices about the data we collect. When you are asked to provide Personal Data that is not necessary for the purposes of providing you with our Services, you may decline. However, if you choose not to provide data that is necessary to provide a Service, you may not have access to certain features or Services.

We aim to keep all Personal Data that we hold accurate, complete and up-to-date. While we will use our best efforts to do so, we encourage you to tell us if you change your contact details and this can be easily accomplished using the Manage Account section. However, if you believe that the information we hold about you is incorrect, incomplete, or out-of-date, please contact dpo@minitab.com or call +1-814-238-3280 or +1-800-448-3555.

Access to Personal Data: In some jurisdictions, you have the right to request access to your Personal Data. In these cases, we will comply, subject to any relevant legal requirements and exemptions, including identity verification procedures. Before providing data to you, we will ask for proof of identity and sufficient information about your interaction with us so that we can locate any relevant data. We may also charge you a fee for providing you with a copy of your data (except where this is not permissible under applicable law).

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

Correction and deletion: In some jurisdictions, you have the right to correct or amend your Personal Data if it is inaccurate or requires updating. You may also have the right to request deletion of your Personal Data. Please note that such a request could be refused because your Personal Data is required to provide you with the Services you requested, e.g., to deliver a Service or send an invoice to your e-mail address, or that it is required by the applicable law.

Portability: If you reside within the European Union, you have the right to ask for a copy of your Personal Data and/or ask for it to be ported to another provider of your choice. Please note that such a request
could be limited to Personal Data you provided us with or that we hold at that given time and subject to any relevant legal requirements and exemptions, including identity verification procedures.

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

Marketing preferences: If you have provided us with your contact information, we may, subject to any applicable Spam Act or similar regulation, contact you via e-mail, postal mail or telephone about Minitab products, services and events that may be of interest to you, including our newsletter.

E-mail communications you receive from Minitab will generally provide an unsubscribe link allowing you to opt-out of receiving future e-mail or to change your contact preferences. E-mail communications may also include a link to directly update and manage your marketing preferences. If you have a web account with Minitab, you can also change your contact preferences through the Manage Account section of our website. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

You can also request changes to your account by contacting Minitab via e-mail, postal mail, telephone or fax at the appropriate location found at: http://www.minitab.com/contact-us/ or by e-mailing unsubscribe@minitab.com.

Cookies & Similar Technologies

Minitab uses cookies (small, often encrypted, text files that are stored on your computer or mobile device) and similar technologies (“cookies”) to provide our Services and help collect data. This Cookies Policy explains how we use cookies to collect information about the way you use our Services, and how you can control them.

Social Sharing and Social Login

Social Sharing

We also embed social sharing icons throughout our Sites. These sharing options are designed to enable users to easily share content from our Sites with their friends using a variety of different social networks. If you choose to connect using a social networking or similar service, we may receive and store authentication information from that service to enable you to log in and other information that you may choose to share when you connect with these services. These services may collect information such as the web pages you visited and IP addresses, and may set cookies to enable features to function properly. We are not responsible for the security or privacy of any information collected by these third parties. You should review the privacy statements or policies applicable to the third-party services you connect to, use, or access. If you do not want your Personal Data shared with your social media account provider or other users of the social media service, please do not connect your social media account with your account for the Services and do not participate in social sharing on the Services.

Social Login
Certain Services may allow you to login or create an account by using your Facebook or Google ("Social Login Providers") login information ("Social Login"). When you use Social Login, Minitab may request your identity provider id, email address, and full name from the Social Login Providers. This information is used, stored, and processed by the Services subject to this Privacy Policy. Minitab does not use, store, or process any other information accessible through the Social Login Providers. Your use of Social Login is also subject to the Social Login Providers privacy policies available at: Facebook - https://www.facebook.com/privacy/explanation; Google - http://www.google.com/policies/privacy.

**Retargeting and Remarketing**

Minitab uses third-party vendor Retargeting tracking cookies, pixels, and other technologies including Google Ads, Facebook Pixel and Facebook SDK, LinkedIn Ads, Twitter Ads, Yahoo Gemini Ads, and Microsoft Universal Event Tracking (Bing Ads), to collect data about your activities that does not personally or directly identify you when you visit our website, the website of entities for which we serve advertisements, or the websites and online services where we display advertisements. This information may include the content you view, the date and time that you view this content, the products you purchase, or your location information associated with your IP address. We use the information we collect to serve you more relevant advertisements (referred to as “Retargeting” or “Remarketing”). We collect information about where you saw the ads we serve you and what ads you clicked on to measure the success of our advertising campaigns.

If you do not wish to participate in third-party Retargeting or Remarketing, you can find out more information about how to opt-out by visiting the links below:

Google Ads: https://www.google.com/settings/ads/onweb/

Facebook: https://www.facebook.com/ads/website_custom_audiences/


Yahoo Gemini Ads: https://policies.yahoo.com/xa/en/yahoo/privacy/topics/opt-outfaq/

Microsoft (Bing Ads): https://account.microsoft.com/privacy/ad-settings/signedout

To opt-out of targeted advertising on your iOS or iPadOS device, you can enable Limit Ad Tracking by going to Settings > Privacy > Advertising and turning on Limit Ad Tracking.

**HOW TO OPT OUT OF TARGETED ADVERTISING**

You can generally opt-out of receiving personalized ads from third-party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising (DAA) by visiting the opt-out pages on the NAI website (http://optout.networkadvertising.org) and DAA website (http://www.aboutads.info/choices/).
U.S. Children’s Online Privacy Protection Act

OUR SITES ARE NOT INTENDED FOR CHILDREN

The Services are not directed to or intended for use by children under the age of 16. Consistent with the requirements of the U.S. Children’s Online Privacy Protection Act, if we learn that we received any information directly from a child under age 13 without his or her parent’s verified consent, we will use that information only to inform the child (or his or her parent or legal guardian) that he or she cannot use the Sites or Services.

If you are a California resident who is under age 18 and you are unable to remove publicly-available content that you have submitted to us, you may request removal by contacting us at the address specified below in the "Questions or Complaints Handling" section of this Privacy Policy. When requesting removal, you must be specific about the information you want removed and provide us with specific information, such as the URL for each page where the information is located, so that we can find it. We are not required to remove any content or information that: (1) federal or state law requires us or a third party to maintain; (2) was not posted by you; (3) is anonymized so that you cannot be identified; (4) you don’t follow our instructions for removing or requesting removal; or (5) you received compensation or other consideration for providing the content or information. REMOVAL OF YOUR CONTENT OR INFORMATION FROM THE SITE DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF THAT CONTENT OR INFORMATION FROM OUR SYSTEMS OR THE SYSTEMS OF OUR SERVICE PROVIDERS. We are not required to delete the content or information posted by you; our obligations under California law are satisfied so long as we anonymize the content or information or render it invisible to other users and the public.

EU-U.S. and Swiss-U.S. Privacy Shield Frameworks

Minitab participates in the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks. Please see our Privacy Shield Policy for information about Minitab’s data practices regarding personal information it receives from European Union member countries and Switzerland pursuant to the respective Privacy Shield frameworks. To learn more about the Privacy Shield program generally, and to view Minitab’s certification, please visit https://www.privacyshield.gov/. In the event Privacy Shield is no longer deemed adequate by the European Commission, Minitab shall continue to comply with its requirements under the Privacy Shield framework, and otherwise take steps to comply with the EU General Data Protection Regulation.

Notice to Users Outside the United States

Minitab is headquartered in the United States. Your use of our Services is governed by United States law. If you are using the website from outside of the United States, your information may be transferred to, stored, and processed in the United States where Minitab’s servers are located. In accordance with and as permitted by applicable law and regulations, we reserve the right to transfer your information, process, and store it outside your country of residence to wherever we or our third-party service providers operate.

Questions or Complaints Handling
We understand that you may have questions or concerns about this Privacy Policy or our privacy practices or may wish to file a complaint. In such case, please contact us in one of the following ways:

**Minitab Data Protection Office**

**E-mail:** dpo@minitab.com

**Phone:** +1-814-238-3280 or +1-800-448-3555

**Mail:** Attention: Data Protection Office

Minitab, LLC

1829 Pine Hall Road

State College, PA 16801 USA

If you are not satisfied with our answer or how Minitab manages your Personal Data, you may also have the right to make a complaint to a data protection regulator. If you reside within the European Union, a list of National Data Protection Authorities can be found here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you reside in Australia, you may obtain information about privacy and lodging a complaint with the Federal Privacy Commissioner (FPC) at www.oaic.gov.au.

**Changes To This Privacy Policy**

We may update this Privacy Policy based upon evolving laws, regulations, and industry standards, or as we may make changes to our business including our Services. We will post changes to our Privacy Policy on this page and encourage you to review our Privacy Policy when you use our Services to stay informed. If we make changes that materially alter your privacy rights, Minitab will provide additional notice, such as via e-mail or through the Sites or other Services. Any material updated to this Privacy Policy shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms. You may also request access and control of your Personal Data as outlined in the Your Rights Regarding Personal Data section of this Privacy Policy.
Data Processing Agreement (DPA)

Effective Date: March 24, 2021

Attached to the Subscription Agreement for the following offered Minitab Services, when applicable:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®
- Companion by Minitab®

This Data Processing Agreement is intended to satisfy legal requirements under data protection and data privacy laws under Directive 95/46/EC, Article 28 of Regulation (EU) 2016/679 (“GDPR”). The terms “personal data,” “processing,” and “data subject” have the meaning given in the GDPR.

1. You (the “Controller”) hereby instruct Minitab, LLC (the “Processor”) to process personal data for providing the services described in the Subscription Agreement. Processor is not entitled to use personal data for its own purposes. Processor may only process personal data on behalf of the Controller and solely for the purposes identified in Section 1 of this Data Processing Agreement.

2. Processor will meet or exceed the technical and organizational data security measures described in Appendix 2 of the Standard Contractual Clauses appended hereto in Annex 1.

3. Controller generally authorizes and consents to Processor engaging subprocessors, as needed, to fulfill Processors contractual obligations under this DPA, provided that Processor:
   a. provides prior notice to Controller and gives Controller an opportunity to object to the addition or replacement of subprocessors (provided that Controller will not object except with reasonable cause). The Processor website (currently posted at https://minitab.com/legal/data-processing-agreement/subprocessors (also attached as Annex 2)) is updated as needed from time to time and lists sub-processors that are currently engaged by Processor to carry out processing activities on Controller’s personal data.
   b. executes a written contract with each subprocessor with the same or more protective obligations and data protection measures contained in this Data Processing Agreement and Appendix 2 of the Standard Contractual Clauses appended hereto in Annex 1, and provide a copy of such contracts to Controller upon request; and
   c. remains fully responsible and liable for any actions and omissions of subprocessors.

4. Processor will comply with all requirements of this Data Processing Agreement, the GDPR and applicable national laws with respect to all personal data received from or processed for Controller. Without limiting the generality of the foregoing, Processor will:
   a. process the personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the Processor is subject; in such a case, the
Processor will inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

b. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c. take all measures required pursuant to Article 32 of the GDPR;

d. respect the conditions referred to in Article 28 paragraphs 2 and 4 of the GDPR for engaging another Processor;

e. taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller’s obligation to respond to requests for exercising the data subject’s rights under the GDPR or applicable national data protection laws;

f. assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Processor;

g. make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

Processor will immediately inform the Controller if, in its opinion, an instruction from Controller infringes the GDPR or applicable national data protection laws, or if Processor believes that it cannot comply with any instruction or any requirements under this Data Processing Agreement.

5. Processor will without undue delay, and within the period specified by applicable law, inform the Controller of any loss or breach of security of the personal data. Processor will, at a minimum, provide the following details:

a. the nature of the loss or breach; and

b. an estimation of the number of data subjects involved, and, where possible, their names.

Processor will promptly investigate such loss or breach and will provide Controller with reasonable assistance to satisfy any legal obligations (including obligations to notify data protection authorities or data subjects) of Controller in relation to such loss or breach.

6. This Data Processing Agreement will remain effective as long as Processor provides services for Controller or processes personal data received from Controller or in the context of providing services for Controller. Upon termination of the Subscription Agreement (in whole or in part) or earlier upon Controller’s request, and at Controller’s choice, Processor will, unless any applicable law, competent court, or supervisory or regulatory body prevents Processor from returning or destroying the personal data transferred:

a. destroy all personal data processed and any copies thereof and certify to Controller on request that Processor has done so; or

b. in accordance with Controller’s instructions, return all personal data processed and the copies thereof to Controller or other recipient identified by Controller.
7. Processor will monitor and self-audit its own compliance with its obligations under applicable national data protection law, the GDPR and this Data Processing Agreement and will provide Controller with periodic reports, at least annually.

8. At Controller’s written request, Processor will allow an audit (on-site or remotely) to verify Processor’s and any of its subprocessors’ compliance with obligations under applicable national data protection law, the GDPR and this Data Processing Agreement, to be carried out either (a) by an independent Certified Public Accountant bound by a duty of confidentiality selected by Controller and approved by Processor (which approval will not unreasonably be withheld or delayed) and where applicable, in agreement with the competent data protection authority, or (b) by a competent data protection authority. The audit will be carried out in close cooperation with Processor’s Data Protection Office at 1829 Pine Hall Road, State College, PA 16801; dpo@minitab.com. The parties will agree on the scope of the audit in advance. Controller will notify Processor in writing a minimum of ten (10) business days prior to any audit being carried out. Controller will bear the costs of the audit unless the audit uncovers compliance deficits that are not immaterial, in which case Processor will reimburse Controller for the costs of the audit. If Controller requests Processor to incur out-of-pocket costs to assist Controller in the audit, then Processor is entitled to a reasonable, pre-approved reimbursement for its costs of the audit incurred by Processor, to be paid by Controller only if the audit does not uncover compliance deficits that are not immaterial.

9. Processor will assist Controller, to the extent reasonably possible, to comply with applicable law in a reasonable time. Without limiting the generality of the foregoing, Processor will assist Controller with any data protection impact assessment and consultation procedures, if any that relate to the services provided by Processor to Controller and the personal data that Processor handles for Controller.

10. Processor will assist Controller with any data subject access, portability, correction, erasure or blocking requests and objections. If Processor receives any request from data subjects, data protection authorities, or others relating to its data processing, Processor will immediately inform Controller and assist Controller with developing a response (but Processor will not itself respond, except per instructions from Controller). Processor will also assist Controller with the resolution of any request or inquiries that Controller receives from data protection authorities relating to Processor and, if and to the extent requested by Controller, cooperate with any authorities’ requests.

11. Processor will notify Controller without undue delay:
   a. about any legally binding request for disclosure of personal data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
   b. about any complaints and requests received directly from data subjects (e.g., regarding access, rectification, erasure, data portability, objection to processing of data, automated decision-making), and assist Controller with a response and resolution of the request, but not respond until Controller provides instructions;
   c. if Processor becomes aware of a data protection breach at Processor or its subprocessors; without limiting any other obligations under applicable law, the GDPR or contracts, Processor will assist Controller with investigating the breach and satisfying Controller’s obligations to inform data subjects, authorities and others, and handle documentation and other requirements.
12. In case Processor is established in, or transfers or makes accessible any personal data to any subprocessors outside of, any country other than the Member States of the European Economic Area or Switzerland, by agreeing to this Data Processing Agreement, Processor agrees that it: (a) is certified under EU-US Privacy Shield and where applicable Swiss-US Privacy Shield (collectively “Privacy Shield”) for any processing that is performed in the United States or, as may be required, a similar framework that provides approved safeguard for data transfers (as recognized under the Data Protection Laws) or a European Commission finding of adequacy (the Privacy Shield and similar frameworks are collectively referred to as a “Privacy Framework”); or (b) if Processor is not certified under a Privacy Framework, or if the Privacy Framework under which the Processor is certified is deemed invalid by an applicable regulatory body, then the parties agree that the Standard Contractual Clauses approved by the EU authorities under Data Protection Laws and set out in Annex 1 will apply in respect of that processing, and Processor will comply with the obligations of the ‘data importer’ in the Standard Contractual Clauses and Controller will comply with the obligations of the ‘data exporter’.

13. All obligations under this Data Processing Agreement apply in addition to, not in lieu of, any other contractual, statutory and other obligations of Processor.

14. The parties agree that Controller’s affiliates are intended third-party beneficiaries of this Data Processing Agreement and such provisions are intended to inure to the benefit of the affiliates. Without limiting the foregoing, Controller affiliates will be entitled to enforce this Data Processing Agreement as if each was a signatory to this Data Processing Agreement.

15. In case of any conflict or inconsistency, the order of precedence in respect of the processing of personal data shall be: the Annexes to this Data Processing Agreement, this Data Processing Agreement, and then the Subscription Agreement.

16. This Data Processing Agreement shall not restrict the GDPR or any other applicable data protection laws. If any provision in this Data Processing Agreement is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In case a necessary provision is missing, the parties shall add an appropriate one in good faith.

17. Processor guarantees the prompt and satisfactory performance of its obligations and responsibilities under this Data Processing Agreement by Processor, and Processor agrees that it shall be responsible for all costs associated with its compliance of such obligations.
Annex 1 – Standard Contractual Clauses

EU DIRECTORATE-GENERAL

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection


For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

You (as defined in the Data Processing Agreement)(the data exporter)

And

MINITAB, LLC (the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) ‘the data exporter’ means the controller who transfers the personal data;
(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in
which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Federal data protection law of the United States and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).
Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
Approved by GSA 17 August

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. Reserved.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject to referral of the dispute in accordance with GSAR 552.212-4(d) Disputes.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the Federal laws of the United States.

Clause 10

Variation of the contract

This Agreement and Clauses is not subject to revision or amendment. The parties may supplement the Agreement and Clauses by addressing business related issues with the Ordering Activity and including supplemental terms and conditions in the Task/Delivery/Purchase Order.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessiong agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.
Appendix 1

to the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The Ordering Activity under GSA Schedule contracts identified in the Purchase Order (defined as “You”) that has entered into the Agreement with Minitab, LLC for the provision of Services as described in the Agreement.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Minitab, LLC, which processes personal data upon the instruction of the data exporter in accordance with the Agreement.

Data Subjects

The data subjects may include Your customers, employees, suppliers, and end-users.

Categories of Data

The personal data transferred concern the following categories of data (please specify):

Your Content uploaded to the Services under Your accounts

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The purpose, nature and subject matter of the Processing of Personal Data by Processor, under this Data Processing Agreement, are those Processing operations, which are necessary to provide the Services, which are referred herein.

The Processing of Personal Data referred to under this Data Processing Agreement shall occur throughout the term of this Data Processing Agreement and the provision of Services.
Appendix 2

to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the dataimporter in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Information Security Program Minimum Security Elements

"Security Obligations" is defined as:

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Minitab implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- the pseudonymization and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In furtherance of the above definition, Minitab takes the following specific measures to ensure that it meets the Security Obligations prescribed in Section 4 of the Agreement.

1. Physical Access Control

Measures to prevent unauthorized persons from gaining access to data processing systems for processing or using the Personal Data:

- A main entrance is staffed with a reception area and receptionist(s) to monitor and control entry into the offices (where available).
- 24/7 on-premise security monitoring including intruder alerts and environmental notifications.
- Access control via key cards are used to restrict entry to physical buildings (where available).
- Special security zones are established, and access is logged via electronic means.
- Video surveillance of entry doors and parking lots (where available).

2. Logical Access and Security Controls

Measures to prevent that unauthorized persons use data processing equipment and – procedures:

- Enforced strong authentication and conditional access policies.
- Multi-factor authentication is used for administrative control (when available).
• A strong password policy, requiring complex passwords, a maximum password age, a minimum password age, account lockout policies and other logon restrictions.
• An industry standard firewall and other components are used to limit traffic into the environment from unauthorized locations and control inbound and outbound network traffic for specific IP addresses and address ranges, protocols, applications, and content types based on Minitab’s information security policies.
• Industry standard anti-malware software is used on all endpoints with protection against ransomware and other exploits.

3. Data Access Control
Measures that ensure that persons entitled to use a data processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights:
• Access rights are limited with the principle of least privilege, which requires users and services are granted only the permissions needed to perform their work or function.
• Roles and groups are used to assign appropriate permissions.
• Security incident and event management software is used to centralize and preserve audit logs.
• Policy forbids shared terminals and accounts in production systems.

4. Data Transfer Control
Measures to ensure that the Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of the Personal Data by means of data transmission facilities can be established and verified.
• A centralized identity provider is used with conditional access, Multi-Factor Authentication (MFA) and Single Sign-On (SSO) (when available.)
• Hard drive encryption is used on mobile devices, workstations, and servers (when available.)
• End-to-End encryption is employed for data transmission.
• Auditing and reporting features are used to track user and administrative activity.

5. Entry Control
Measures to ensure that it is possible to check and ascertain whether Personal Data have been entered into, altered or removed from data processing systems and if so, by whom:
• Logging of data entry (when available.)
• Ability to prove deletion of data
• Purge confirmation

6. Availability Control
Measures to ensure that the Personal Data is protected against accidental destruction or loss:
• High availability of critical systems with redundant hardware and failover processes maximize system uptime and availability.
Hardware, software, and peripherals are standardized throughout the organization for fast system recovery.

- System configurations are documented and available as part of business continuity planning.
- A flywheel UPS system provides emergency power.
- Backup media is encrypted and stored offsite in a secure, environmentally controlled location.
- On-premise data and systems are backed up/restored on a regular schedule.
- Database backups are performed on a regular basis and are encrypted.
- Appropriate contingency planning controls are in place.

7. Control of Data Set Separation

- Logical separation of data of customers.

*** END OF ANNEX 1, APPENDIX 2 ***
Annex – 2

The following subprocessors provide technologies used to deliver specific Minitab Services. If you deploy one of the services above, the subprocessor(s) identified may process, store, or otherwise access customer data or personal data in the course of helping to provide that service.

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<thead>
<tr>
<th>Vendor</th>
<th>Data Location</th>
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<tr>
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To the extent required under contractual agreement or as may be required by applicable law, this page will be updated as needed and notice may be given when there is any new or replaced subprocessor(s).

*** END OF ANNEX 2 ***
Minitab Acceptable Use Policy

Effective Date: March 24, 2021

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the following online service (the “Service”) offered by Minitab, LLC:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®
- Companion by Minitab®

The examples described in this Policy are not exhaustive. We may modify this Policy at any time by providing You notice as may be required by law.

No Illegal, Harmful, or Offensive Use or Content
You may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- Illegal, Harmful or Fraudulent Activities. Any activities that violate any law or regulation, that violate the rights of others, or that may be harmful to others, Our operations or Our reputation.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is fraudulent, deceptive, harassing, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data or otherwise jeopardize the security of Your or anyone else’s account, including viruses, Trojan horses, worms, time bombs, ransomware, or cancelbots.
- Harmful Use. Use that reformats or frames any portion of the webpages that are part of the Service without Our written consent, or decompiles, reverse engineers, decodes or otherwise attempts to derive or obtain the source code or underlying ideas or information of or relating to the Service or System (unless applicable laws specifically prohibit such restriction).

No Security Violations
You may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:
• Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System or crawl, scrape, index or extract web data from any part of the Services or System.
• Interception. Monitoring of data or traffic on a System without permission.

Our Monitoring and Enforcement
We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Service. We may:

• investigate violations of this Policy or misuse of the Service; or
• remove, disable access to, or limit user resources that violates this Policy or any other agreement We have with You for use of the Service in accordance with GSAR 552.212-4(d)

Disputes.

We may report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing available information related to alleged violations of this Policy.

Reporting of Violations of this Policy
If You become aware of any violation of this Policy, You will immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact legal@minitab.com.
SUBSCRIPTION AGREEMENT FOR MINITAB® STATISTICAL SOFTWARE
Web App

IMPORTANT – READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT (“YOU” OR “YOUR”) AND MINITAB, LLC (“US”, “OUR”, “WE” OR “MINITAB”) GOVERNING YOUR SUBSCRIPTION TO THE SERVICE IDENTIFIED BELOW (“SERVICE”).

MINITAB WILL PROVIDE YOU ACCESS TO THE SERVICE ON A SUBSCRIPTION BASIS ONLY UPON CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”). IF YOU EXECUTE A WRITTEN ORDER AGAINST A GSA SCHEDULE CONTRACT FOR THE SERVICE, YOU AGREE TO BE BOUND BY ALL THE TERMS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACTIVATE OR USE THE SERVICE.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT FOR A BUSINESS ENTITY AFFIRMS THAT HE OR SHE HAS BEEN AUTHORIZED BY THE BUSINESS ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON ITS BEHALF.

SERVICE: Minitab Statistical Software Web App and support.

TRIAL PERIOD SUBSCRIPTION: If accepting this Agreement for a trial subscription to the Service, the terms of this Agreement apply, provided, however, that the Service will cease to function at the expiration of Your trial period.

The terms of this Agreement do not apply if You and Minitab have entered into a separate, written agreement for the Service.

The term of Your subscription ("Subscription Term") is listed in the purchase confirmation, receipt, and/or on the invoice You receive from Us. Any purchase order submitted by You is subject to section 11.9 herein.

1. Subscription and Restrictions

1.1. Services. During Your Subscription Term, We will provide You with access and use of the Service for Your internal business purposes.

1.2. Authorized Use. If You are a business entity, You may permit Your authorized employees and independent contractors (“Authorized Users”) to access or use the Service for Your internal business purposes only. You are responsible for any access or use of the Service by any Authorized User.

1.3. General Restrictions. You shall not, and shall not permit any Authorized User or third party to: (a) modify, copy, duplicate, create derivative works from, frame, mirror, scrape, sell, rent, lease, loan, license, distribute, provide access to, sublicense, or otherwise make available the Service to
a third party (except as expressly permitted in accordance with this Agreement) or in a service bureau or outsourcing offering; (b) use the Service to provide, or incorporate any portion of the Service into, any service for the benefit of a third party; (c) access all or any part of the Service in order to build a product or service which competes with the Service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Us); (e) remove or obscure any notices or legends that are placed or embedded by Us in the Service; (f) interfere with or disrupt the Service, Our systems or any third party systems used to host the Service, or other equipment or networks used to host the Service; or (g) circumvent the Authorized User authentication or security of the Service or any host, network or account related to the Service.

2. Subscription Fees

2.1. Fees and Payment. The subscription fee You pay as set forth on any invoice You receive from Us regarding the Service governs the maximum number of Authorized Users permitted for the applicable Subscription Term. The maximum number of Authorized Users of the Service may be increased during any Subscription Term by paying additional user fees for the time remaining in Your then-current Subscription Term.

2.2. Payment Terms. Payment of Your subscription fee for the applicable Subscription Term is governed by GSAR 552.212-4(i) Payments.

2.3. Taxes. We shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3. Subscription Term; Renewal; Termination; Effect of Non-Renewal or Termination

3.1 Subscription Term; Renewal. Based on the type of subscription You have purchased subject to this Agreement, Your Subscription Term for the Service is:

i. For a period of months, according to the length of the term You have purchased for a Term Subscription;
ii. One (1) year from the first day of the month following Your purchase of the Service for a One-Year Subscription; or
iii. For a period of three (3) years from the first day of the month following Your purchase of the Service for a Three-Year Subscription.
   a. A Three-Year Subscription fee is fixed during the three (3) year Subscription Term, and is paid in three (3) equal payments:
      1. At the time of Your initial purchase;
      2. One (1) year after the date of Your initial purchase; and
      3. Two (2) years after the date of Your initial purchase.
   b. You will only receive continued access to the Service upon payment of the subscription fee in accordance with section 3.1.iii.a above.
iv. You will only receive continued access to the Service if prior to expiration of a Subscription Term:
   a. We receive Your payment of the then-current subscription fee in accordance with the invoice We send You; or
   b. We receive a purchase order or other written or electronic confirmation, acceptable to Us, of Your intent to pay the then-current subscription fee in accordance with the invoice We send You.

v. Reserved.

vi. A subscription has the option to renew for a One-Year or Three-Year Subscription by paying the applicable then-current subscription fee.

3.2. **Termination by You.** Termination of this Agreement for the Government’s Convenience is governed by GSAR 552.212-4(l).

3.3. **Termination by Us.** Termination of this Agreement for Cause is governed by GSAR 552.212-4(m). When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3.4. **Effect of Non-Renewal or Termination.** Upon non-renewal of Your subscription or termination of this Agreement:

   i. All rights granted to You will terminate and You shall immediately cease access to and use of the Service;
   
   ii. You will not be entitled to a refund of any portion of the subscription fee You have already paid;
   
   iii. You remain liable to pay Us all applicable outstanding fees due as of the date of non-renewal or termination.

4. **Use of Service**

4.1. **Your Responsibilities.** You are solely responsible for providing the necessary hardware and software environment as defined by the System Requirements attached hereto to access and use the Service.

4.2. **User ID and Login Security.** Each named Authorized User must have a single unique User ID and Login password (“User Credentials”) and keep their User Credential information strictly confidential and not share such information with any unauthorized person. You are responsible for all activities that occur from use of such User Credentials. You must immediately notify Us of any unauthorized use of User Credentials or any other breach of security pertaining to Your access to the Service.
4.3. **Service Availability and Uptime.** Our service level commitment to You is set forth in the Service Level Agreement Terms attached hereto.

4.4. **Service Support.** Minitab provides You, at no additional charge, reasonable amounts of technical support in accordance with Our published Support Policy attached hereto.

4.5. **Updated Terms.** The non-material terms and conditions of the Minitab Support Policy, Acceptable Use Policy and Data Processing Agreement (“DPA”) may be updated from time to time upon reasonable notice to You (which may be provided through the Service) to reflect process improvements or changing practices. If You object to any non-material update, then upon Your written objection, the previous version of such policy will govern through the end of Your then-current Subscription Term. Any material updates to the Minitab Support Policy, Acceptable Use Policy, and the DPA shall be presented to You for review and will not be effective unless and until both parties sign a written agreement updating these terms.

5. **Proprietary and Ownership Rights; Your Content; Data Rights; Data Privacy**

5.1. **Ownership.** The Service is the sole and exclusive property of Minitab, including, without limitation, all copyright, trademark, patent, trade secret, database, and other intellectual property and proprietary rights inherent therein or belonging thereto. This Agreement does not constitute a sale of the Service and no title or proprietary rights to the Service are transferred to You under this Agreement. Minitab is the exclusive owner of all rights in any copy, translation, modification, adaptation, or derivation of the Service, including any improvement or developments thereof suggested by You.

5.2. **Your Content.** You warrant that You are the owner of, or have obtained applicable permission to have and use, all the data and content that You enter or upload using the Service (collectively, “Your Content”). You are responsible for entering or uploading all of Your Content in a format consistent with the Service documentation (or as otherwise specified by Us). Errors in loading Your Content into the Service due to defective media, erroneous data, or failure to meet format requirements may cause Your Content to be rejected by the Service and We have no responsibility for any related impact on Your ability to access or use the Service. You acknowledge that Minitab is not responsible for and does not give any assurances to You or any other entity or person regarding the accuracy, quality, integrity, legality, reliability, appropriateness, validity, value, usefulness, or copyright of Your Content.

5.3. **Your Content – Health Information.** If You are a Covered Entity under the Health Insurance Portability and Accountability Act (as amended and supplemented, “HIPAA”), You shall not upload to the Service any patient, medical or other protected health information regulated by HIPAA or any similar federal, national, or state laws, rules, or regulations (“HIPAA Data”). Minitab has no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal, national, state laws, rules, or regulations.
5.4. **Data Privacy.** Your use of this Service is governed by Our Privacy Policy attached hereto, which describes how We collect and use information about You and the systems on which the Service is accessed.

6. **Data Processing; Acceptable Use**

6.1. **Processing of Your Content.** You hereby grant Minitab and its subcontractors a royalty free, irrevocable, non-exclusive, worldwide right to store, transmit, reproduce, distribute, display, and make available Your Content to You in whole or in part solely to the extent necessary to provide You the Service, or as may be required by law. Minitab shall not use Your Content in any other manner except as expressly described in this Agreement.

6.2. **Control of Your Content.** You acknowledge and agree that You are the controller of Your Content, including any personally identifiable information therein, and Minitab is the processor of Your Content. You acknowledge that Minitab specifically disclaims that it is a “data controller” and agree that Minitab is not acting as a “data controller” of any of Your Content under any data protection laws in which such definition of “data controller” or similar capacity may be found.

6.3. **Location of Data Processing.** Your Content may be transferred to, and processed in, the United States or any other country in which We or Our affiliates or subcontractors maintain facilities. You appoint Us to perform any such transfer of Your Content to any such country and process Your Content in order to provide the Services in compliance with the terms of this Agreement.

6.4. **Data Processing Addendum.** Our Data Processing Agreement (“DPA”) attached hereto applies to and governs all activities concerning the processing of personal data (as defined in the DPA) included in Your Content.

6.5. **Acceptable Use.** Your use of this Service is governed by Our Acceptable Use Policy attached hereto. In addition, You are also solely responsible for compliance with all applicable laws, including, without limitation, all applicable export, import, and data protection laws and regulations applicable to You and Your Content.

7. **INDEMNIFICATION**

7.1. **Indemnification by Us.** We shall defend or settle at Our expense any third party claim brought against You alleging that the Service, when used as authorized under this Agreement, infringes such third-party’s copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Us (including reasonable attorneys’ fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. If any infringement claim with respect to Your access to, or use of, the Service maybe or has been asserted, We shall, at Our option and expense, (a) procure the right to continue
accessing and using the Service or (b) replace or modify the Service to eliminate the infringement while providing functionally equivalent performance. If neither of (a) and (b) above are commercially feasible as determined in Our sole discretion, We may terminate this Agreement and Your subscription and refund to You the pro-rata amount of any prepaid fees for Your remaining then-current Subscription Term. We have no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to the Service not provided by or on behalf of Us, (ii) materials provided by You in connection with requested customizations or modifications of the Service, (iii) Your Content, or (iv) use, combination, or incorporation of the Service, or improvements thereto, with products or services not provided by Us. You acknowledge that the indemnification in this section states Your exclusive remedy and Our sole liability in connection with any claim of infringement.

7.2. Reserved.

8. LIMITED WARRANTY

We warrant the Service will operate in substantial conformity with the applicable Service documentation. We will use commercially reasonable efforts to correct a reported non-conformity, at no charge to You, or if We determine that remedy to be impracticable or commercially unreasonable, either party may terminate the subscription and Minitab will refund any fees for prepaid but unused Service. The preceding sentence is Your sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply: (a) unless You make a claim within 30 days of the date on which You first noticed the non-conformity, or (b) when the non-conformity was caused by Your misuse, unauthorized modifications, or third-party hardware, software, or services.

9. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, THE SERVICE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. MINITAB DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OR ALL ERRORS OR REPORTED NON-CONFORMITIES IN THE SERVICE WILL BE CORRECTED. MINITAB SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO ANY THIRD PARTIES WITH WHOM YOU SEPARATELY CONTRACT. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.
10. LIMITATION OF LIABILITY

10.1. Consequential Damages Waiver. EXCEPT FOR YOUR OBLIGATIONS UNDER SECTION 1.3 (GENERAL RESTRICTIONS) AND EACH PARTY’S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10.2. Liability Cap. EXCEPT FOR YOUR OBLIGATIONS UNDER SECTION 1.3 (GENERAL RESTRICTIONS) AND EACH PARTY’S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), EACH PARTY AND ITS AFFILIATES’ ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) BY YOU TO MINITAB UNDER THE APPLICABLE PURCHASE ORDER.

10.3. Failure of Essential Purpose. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Miscellaneous

11.1. Relationship of the Parties. The relationship between You and Minitab remains at all times non-exclusive, and nothing contained herein shall render or constitute the parties as joint ventures, partners, or agents of each other. No person or entity not a party to this Agreement has any right of action hereunder.

11.2. Assignment. This Agreement and access to the Service may not be resold, assigned, or otherwise transferred by You to another person or entity without Our written consent, which consent shall not be unreasonably withheld.

11.3. Force Majeure. Excusable delays shall be governed by GSAR 552.212-4(f).
11.4. **Government Use.** This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Manufacturer/Contractor/Licensor is: Minitab, LLC, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA.

11.5. **Governing Law.** This Agreement is governed by and construed in accordance with the Federal laws of the United States expressly excluding the application of conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

11.6. **Partial Invalidity.** The total invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11.7. **Reserved.**

11.8. **Waivers.** No failure by either party to enforce a provision of this Agreement, and no waiver by either party of its rights under any provision thereof, will be deemed a waiver of subsequent breaches.

11.9. **Priority.** A conflict between the terms and conditions of this Agreement, a Purchase Order, the terms and conditions of the GSA Schedule Contract, or any other document shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

11.10. **Entire Agreement; Amendments.** This Agreement and the attached System Requirements, Service Level Agreement Terms, Support Policy, Privacy Policy, DPA, and Acceptable Use Policy constitute the entire agreement between the parties respecting Your use of the Service, and supersede any prior written or oral agreements between the parties.

11.11. **Notice.** Except as otherwise provided in this Agreement, all notices must be in writing and will deemed given upon: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); or (c) the second business day after mailing. All notices must be directed to Minitab at Minitab, LLC, Attention: Legal Department, Quality Plaza, 1829 Pine Hall Road, State College, Pennsylvania 16801, USA or to You at the e-mail address You have provided to Minitab or to such other address either party may, from time to time, provide to the other party in accordance with this notice provision.

11.12. **Survival.** All provisions that should survive, including Sections 2 (to the extent fees are due and owing), 3.4, 5, 7, 9, 10 and 11 survive the termination of this Agreement.

LAV: 01May2021
System Requirements

Minitab 20.3 Desktop (Windows only)

- **Operating System:** Windows 8.1 or Windows 10
- **RAM*:** 64-bit systems: 4 GB of memory or more recommended
- **Processor:** Intel® Pentium® 4 or AMD Athlon™ Dual Core, with SSE2 technology
- **Hard Disk Space:** 2 GB (minimum) free space available
- **Screen Resolution:** 1024 x 768 or higher
- **Connectivity:** An internet connection is required for activation of trial and single-user licenses
- **Browser:** A web browser is required for Minitab Help. Chrome or Chromium Edge is recommended.
  - Additional required software will be installed with the application: Microsoft Visual C++ Redis tributables for Visual Studio 2019
  - *Memory recommendations depend on data size.

Minitab Web

- **Connectivity:** An internet connection is required
- **Supported Browsers:** Chrome, Chromium Edge, or Safari

Multi-User License Manager

Multi-User desktop license installations also require the Minitab License Manager (verify you have the latest version of the License Manager), which has the following recommended system requirements:

- **Operating System:** 32-bit & 64-bit Windows Server 2016, Windows Server 2019, or 64-bit Windows 10. It is a best practice to run license servers on a server-based OS.
- **Hard Disk Space:** 100 MB (minimum); dependent on log file settings
- **Connectivity:** At least one enabled network interface card
Service Level Agreement Terms (SLA)

Effective Date: March 24, 2021

Attached to the Subscription Agreement for the following offered Minitab Services, when applicable:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®

Service Uptime

We use commercially reasonable efforts to meet a Service Uptime of 99.5% availability in a given calendar month. The Service is considered available when it is capable of receiving, processing, and responding to requests.

Service Credits

i. If the Service fails to meet the Service Uptime in any month due to unscheduled downtime, You may be eligible for a Service Credit of 5% of the monthly prorated amount of Your Subscription Fee for the affected Service.

ii. In order for Us to consider a Service Credit, You must submit a claim to Us within thirty (30) days following the date of unscheduled downtime ("Incident") for the affected Service. The claim must include all reasonable details regarding the Incident, including but not limited to, detailed descriptions of the Incident, the duration of the Incident, and any attempts made by You to resolve the Incident. We will use all information reasonably available to validate the claim and determine if a Service Credit will be awarded to You.

iii. All Service Credits awarded will be (i) applied against the invoice or renewal for Your next applicable Service Subscription Term, or (ii) refunded to You within sixty (60) days after expiration or termination of the applicable Service Subscription.

iv. Your sole and exclusive remedy for any interruption in Service Uptime is a Service Credit as provided for herein.
Support Policy

Phone, email, and online support is available for the current release of the desktop products and for one year after they are no longer widely distributed. This support includes assistance with installation and deployment, product activation, maintenance releases, licensing, use of the software and interpretation of the output.

Phone, email, and online support is available for the cloud-based products including assistance with access to and use of the products, interpretation of the output, and installation of the desktop components.

Once a product reaches the Support End Date, customers will no longer receive support regarding the use of the software, interpretation of output, installation, product activation, or licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.


<table>
<thead>
<tr>
<th>Product</th>
<th>Released</th>
<th>Support End Date</th>
<th>Environments Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minitab 19.x</td>
<td>05-June-2019</td>
<td>Windows: 21-October-2021</td>
<td>Windows: 8, 8.1, 10 (64-bit version requires 64-bit Operating System) macOS: 10.14, 10.15</td>
</tr>
<tr>
<td>Minitab 20.x</td>
<td>21-October-2020</td>
<td>TBD</td>
<td>Windows: 8.1, 10 (64-bit only)</td>
</tr>
<tr>
<td>Desktop App</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Minitab Web App</td>
<td>21-October-2020</td>
<td>N/A</td>
<td>Browsers: Chrome, Chromium Edge, Safari</td>
</tr>
<tr>
<td>Product</td>
<td>Date</td>
<td>Browser Support</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
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<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Minitab Connect</td>
<td>21-Oct-2020</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
<td></td>
</tr>
<tr>
<td>Real-Time SPC</td>
<td>28-Jul-2021</td>
<td>Browsers: Chrome, Firefox, Chromium Edge, Safari</td>
<td></td>
</tr>
<tr>
<td>Express 1.5.x</td>
<td>18-May-16</td>
<td>Windows: 8, 8.1, 10 macOS: 10.12, 10.13, 10.14</td>
<td></td>
</tr>
<tr>
<td>Workspace 1.x</td>
<td>07-Apr-2020</td>
<td>Windows: 8, 8.1, 10</td>
<td></td>
</tr>
<tr>
<td>Companion 5.4.x, 5.5.x</td>
<td>5.4: 10-Dec-2019</td>
<td>Windows: 8, 8.1, 10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.5: 07-Apr-2020</td>
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<td></td>
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<tr>
<td></td>
<td>24-Mar-2022</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engage Web App</td>
<td>24-Mar-2021</td>
<td>Browsers: Chrome, Chromium Edge</td>
<td></td>
</tr>
<tr>
<td>Engage 6.x</td>
<td>24-Mar-2021</td>
<td>Windows: 8.1, 10</td>
<td></td>
</tr>
<tr>
<td>SPM 8.3.x</td>
<td>28-Nov-2018</td>
<td>Windows: 8, 8.1, 10 (SPM 8.3 -64 bit only) Linux: Ubuntu 14.04, 16.04, CentOS 6.9, 7.5, RHEL 6.9, 7.5</td>
<td></td>
</tr>
</tbody>
</table>

TBD = To be determined
The Support End Date in the table above references when customers will no longer receive support with use of the software, interpretation of output, installation, product activation, and licensing help. In some cases, Minitab Technical Support may provide limited licensing support for an additional period past the Support End Date as described above.

**Minitab License Manager**

The Minitab License Manager software is utilized in multi-user installations. This software manages the licensing information and allows Minitab applications to launch. As with our main products, we enhance and upgrade our License Manager solutions and, as such, need to sunset older versions. The chart below outlines the currently supported versions of the Minitab License Manager and the compatible versions of Minitab applications. We encourage all our customers to be on the latest versions of all of our solutions to take advantage of our world class support, features and functionality.

<table>
<thead>
<tr>
<th>Version</th>
<th>Released</th>
<th>Support End Date</th>
<th>Minitab Versions</th>
<th>Environments Supported</th>
</tr>
</thead>
</table>
Cloud-Based Products

Minitab® Statistical Software – Web App, Minitab Engage™, Quality Trainer®, Real-Time SPC Powered by Minitab®, Minitab Connect™ and Companion by Minitab™

Service Level Agreement Terms (SLA)

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): Error that results in loss of all of the Service’s processing capability.
- Level 2 (Medium): Error that disables major functions from being performed and therefore affects the normal operation of the Service.
- Level 3 (Low): Error that disables only certain non-essential functions, does not affect normal operation of the Service, and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Service is returned to operation. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Service returns to operation.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Desktop Products
Minitab® Statistical Software – Desktop App, Minitab Express™, Minitab Workspace™ and SPM® – Salford Predictive Modeler

Error Classification

For purposes of this section an “Error” is defined below and classified as either Level 1 (High), Level 2 (Medium), or Level 3 (Low).

- Level 1 (High): An Error in the Software that results in a complete loss of operational functionality.
- Level 2 (Medium): An Error in the Software that results in a loss of major functionality affecting normal operation of the Software.
- Level 3 (Low): An Error in the Software that results in loss of only certain non-essential functionality and does not affect normal operation of the Software and does not have an impact on Your business operations.

Response Times to Errors

- Level 1 (High): We will immediately undertake a concerted support effort in accordance with industry standard best efforts to resolve the problem, if possible, until the Software is returned to operational functionality. Level 1 Errors will be escalated to Our delegated support manager. As needed, We will provide You with regular ongoing status reports until the Software returns to operational functionality.
- Level 2 (Medium): After Our ability to duplicate the Error, We will undertake a concerted support effort to resolve the problem, if possible, in accordance with industry standard best efforts.
- Level 3 (Low): After Our ability to duplicate the Error, We will review and evaluate the Error for determination of appropriate resolution, if any, in accordance with industry standard best efforts.

Statistical Consulting

If you need assistance using a statistical tool or understanding the output generated by the software, our technical support team can help. However, if you need help choosing an appropriate statistical tool for your project or interpreting the output relative to your
process, you need the personalized support available through our Statistical Consulting service.

To help clarify the differences between technical support and statistical consulting, consider the following examples:

**Technical Support Questions**

How do I create a fractional factorial design in Minitab?

What does the number of distinct categories mean in the Gage R&R output, and how is it calculated?

When I analyze my data using regression, I get an error. What does the error mean?

**Statistical Consulting Questions**

Should I create a fractional factorial design for my project?

I have four distinct categories, according to my Gage R&R output. Is this acceptable?

Should I use regression to analyze my data?

In some cases, our technical support staff may provide assistance with statistical concepts as part of answering a question about software use. But questions that are clearly about statistical concepts are referred to our statistical consultants, all of whom are seasoned statisticians with years of quality improvement experience.

**Statistical Tutoring**

If you have a few general statistical questions related to an analysis in our software, our technical support team is often able to assist. However, the technical support team does not provide extensive statistical instruction. You will need to begin building a foundation of knowledge via a statistical reference that thoroughly covers the tool or topic of interest. You may also want to consider:

- Help Online
- Training
- Tutoring through our Statistical Consulting service
Questions that indicate a need for more extensive statistical instruction than our technical support team provides will most often be referred to one of the previously mentioned resources.
Privacy Policy

Effective Date: 05/06/2021

Minitab, LLC (“Minitab” or “we”) is committed to privacy and data protection. This Privacy Policy applies to all Personal Data Minitab collects from you (either an individual or a single entity acting on behalf of its authorized individual users), through our interactions with you and through our products; as well as how we use and protect that data. Minitab is the controller of this data.

The Privacy Policy applies to all websites which are run by, or under the control of, Minitab, LLC (collectively, the “Sites”), and our applications, products, and services (including the Sites) (collectively, the “Services”). All references to “Minitab”, “the Company”, “we” and “our” include not only Minitab, LLC, located at 1829 Pine Hall Road, State College, PA, 16801-3210 USA, but also our wholly owned subsidiaries and affiliates, unless expressly stated otherwise.

This Privacy Policy does not apply to the data you input to our Services, or the files generated using our Services (“Your Content”). You act as the controller of Your Content.

This Privacy Policy does not apply to any third-party applications or software that integrate with our Services, or any other third-party products, services, or businesses (collectively, “Third Party Services”). Third Party Services are governed by their own privacy policies. We recommend you review the privacy policy governing any Third-Party Services before using them.

We may provide additional disclosures relating to the processing of personal information about residents of certain countries, regions, or states. Listed below are additional disclosures that may be applicable to you.

- If you are a California resident, please see the additional privacy disclosures in the Privacy Notice For California Residents.

Any questions or concerns regarding Minitab’s privacy and data protection practices can be directed to our Data Protection Office at dpo@minitab.com or by calling +1-814-238-3280 or +1-800-448-3555.

Personal Data We Collect

Minitab collects data to provide the Services you request, ease your navigation on our Sites, communicate with you, and improve your experience using our Services. Some of this information is provided by you directly, such as when you create an account on our Sites, request a trial and/or purchase a Service. Some of the information is collected through your interactions with our Services. We collect such data using technologies like cookies and other tracking technologies, error reports, and usage data collected when you interact with Minitab Services running on your device.

We also obtain data from third parties or use third parties to assist us with data collection. For example, we may supplement the data we collect as described in this section by purchasing demographic data from other companies. We also use services from other companies to help us determine a location based on
your IP address notably to customize certain services to your location. In addition, we utilize third-party services to collect usage data.

The data we collect depends on the Services and features thereof that you use, and includes the following:

**Name and contact data.** We collect your first and last name, e-mail address, postal address, phone number, and other similar contact data.

**Credentials.** We process passwords and related security information used for authentication and account access and information security purposes.

**Payment data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number).

**Usage data.** We collect personalized information about your use of our Services, to better understand uses thereof and identify potential improvements, as well as to send you promotional communications or offers tailored to your use of our Services.

Examples include:

- Information based on your use of our Services running on your device. This includes the types of files being imported, the types and frequency of tools and commands being used, the size and nature of projects, and the frequency and duration of use. Note that we do not collect any of the data that you input/use in our Services, only analytical data about how you use the Service.
- Information on the web pages you visit on and off our Sites and the search terms you enter on our Sites.
- Information regarding the performance of our Services and any problems you may experience while using them. This information enables us to diagnose problems and offer support in resolution.
- Data about your device and the network you use to connect to our Services, including IP address, device identifiers, and regional and language settings.

**Web requests.** For our cloud-based Services, we collect information regarding every web request sent to the relevant servers. This information is used to provide support, as well as to assess usage and performance of our Services. The data collected for each request can include such things as timestamps, any exception messages, user agent, IP address, e-mail address, request time and duration, as well as filenames.

**Location data.** We collect your IP address and infer location such as city or postcode therefrom, when necessary, in order to provide you with the Services or to send you promotional communications or offers tailored to your use of our Services.

**Content.** We may collect the content of messages you send to us, such as feedback or questions you ask our technical support representatives, when necessary to provide you with the Services you use. We will collect and utilize any data files you send to us for troubleshooting and improving our Services so long as you have anonymized, scrubbed, or deleted any personally identifiable information contained therein which you do not want us to collect or utilize. When you contact us, phone conversations or chat sessions
with our representatives may be monitored and recorded in order to improve our services, facilitate the processing and resolution of your request or complaint.

**Surveys and Studies.** We may ask you to participate in a survey or study; and may request information from you. Participation is voluntary, and you have the choice of whether to disclose any requested information.

**How We Use Personal Data**

Minitab uses information that we collect from customers and visitors for the purposes of:

- providing our Services;
- providing ongoing support;
- communicating with you, including promotional communications and customer relationship management (“CRM”);
- providing information about other Services;
- helping us run our company, for example to improve our Services or our security, train staff or perform marketing activities, including CRM;
- complying with our legal obligations and enforcing our legal rights, including the authorized use of our licenses; and
- accounting and other administrative purposes.

Examples of the uses of information include:

**Providing Services.** We use data to carry out your transactions with us and to provide Services to you. Often, this includes personal data such as e-mail, name, and address.

- Customer support. We use data to diagnose and address problems and provide other customer and support services.
- Activation. We use data, including device and application type, location, and unique device, application, network, and subscription identifiers to activate software and devices that require activation.
- Software Updates. Unless you have disabled the functionality of our Software Update Manager, our Services periodically communicate with our servers to perform functions such as checking for updates.

**Improving Services.** We use data to continually improve our Services, including adding new features or capabilities. Data is collected throughout your interactions with our Services that enable us to understand customer usage and tailor future capabilities.

We track general, non-personalized information (e.g., operating system, browser version and type of device being used) to know how many people visit specific pages of our Sites or utilize specific areas of our Services so that we may improve those Services. We may use your IP address to customize services to your location, such as the language displayed on our Sites.

Our [Cookies Policy](#) explains how we use cookies and similar technologies to collect information about the way you use our Services, and how to control them.
Please note that we use IP addresses on a highly restrictive basis to analyze trends, to administer the Sites, and to collect general information for aggregate use.

**Service Communications.** We use data we collect to deliver and personalize our communications with you. For example, we may contact you by e-mail or other means to notify you of changes in information and updates to our Services or to our Privacy Policy.

**Marketing and event communication:** We use Personal Data to deliver marketing and event communications to you across various platforms, such as e-mail, direct mail, social media, and online via our Sites. We also may send you invitations to trade shows or trainings relating to our Services that occur nearby you, based on your address.

Third parties may also market to you on our behalf based on your use of their third-party services. For example, some tradeshow organizers may collect precise geo-location (latitude and longitude) data when you grant permission through your mobile device’s system settings. Once you give permission, the tradeshow organizer may use your mobile device’s GPS, Bluetooth, or Wi-Fi connections to serve geo-targeted information about Minitab, such as booth location. You should consult and review the relevant third-party privacy statement or policy for information on their data processing practices.

If we send you a marketing e-mail, it will include instructions on how to opt out of receiving these e-mails in the future. We also maintain e-mail preference centers for you to manage your information and marketing preferences. For information about managing e-mail subscriptions and promotional communications, please visit the Your Rights Regarding Personal Data section of this privacy statement. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

**How We Share Personal Data**

It is the policy of Minitab and our wholly owned subsidiaries and affiliates to protect Personal Data both online and off-line. Access to Personal Data is restricted to only those employees or agents, contractors or subcontractors of Minitab who have valid reasons to access this information to perform any service you have requested or authorized, or for any other purpose described in this Privacy Policy. The information you provide will not be sold or rented to third parties.

We may provide your Personal Data to:

- Minitab-controlled affiliates and subsidiaries, located in and outside your country, including outside the European Union (in such case, we will use appropriate legal framework to operate data transfers);
- outsourced service providers who perform functions on our behalf, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers). For example, when you provide payment data to make a purchase, we will share payment data with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction;
- our authorized agents and representatives, located inside or outside of the European Union (in such case, we will use appropriate legal framework to operate data transfers), who sell products or provide services on our behalf, such as training service providers or product resellers;
• anyone expressly authorized by you to receive your Personal Data;
• anyone to whom we are required by law to disclose Personal Data, upon valid and enforceable request thereof.

Finally, we will access, disclose, and preserve Personal Data, including your Content, when we have a good faith belief that doing so is necessary to:

1. comply with applicable law or respond to valid legal processes, including from law enforcement or other government agencies, upon valid and enforceable request thereof; or
2. operate and maintain the security of our Services, including to prevent or stop an attack on our computer systems or networks.

Please note that some of our Services may direct you to services of third parties whose privacy practices differ from Minitab’s. If you provide Personal Data to any of those services, your data is governed by their privacy statements or policies. Minitab, LLC and our wholly owned subsidiaries and affiliates are not responsible for the privacy practices of these other sites. Please review the privacy policies for these web sites to understand how they process your information.

We require third parties to only use your Personal Data for the specific purpose for which it was given to us and to protect the privacy of your Personal Data. We will only disclose your personal data to third parties who agree to keep your information confidential.

Handling of Personal Data

Security of Personal Data

Minitab is committed to protecting the security of your Personal Data. Depending on the circumstances, we may hold your Personal Data in hard copy and/or electronic form. For each medium, we use technologies and procedures to protect Personal Data. We review our strategies and update as necessary to meet our business needs, changes in technology, and regulatory requirements.

These measures include, but are not limited to, technical and organizational security policies and procedures, security controls and employee training.

Storage and Transfer of Personal Data

Personal Data collected by Minitab may be stored and processed in your region, in the United States or in any other country where Minitab, its affiliates or contractors maintain facilities, including outside the European Union. We take steps to ensure that the data we collect under this Privacy Policy is processed pursuant to the terms thereof and the requirements of applicable law wherever the data is located.

Minitab also collaborates with third parties such as cloud hosting services and suppliers located around the world to serve the needs of our business, workforce, and customers. In some cases, we may need to disclose or transfer your Personal Data within Minitab or to third parties in areas outside of your home country. When we do so, we take steps to ensure that Personal Data is processed, secured, and transferred according to applicable law.
We may use and transfer to any other app information received from Google APIs and will adhere to the Google API Services User Data Policy, including the Limited Use requirements.

If you would like to know more about our data transfer practices, please contact our Data Protection Office at dpo@minitab.com.

**Retention of Personal Data**

Minitab retains Personal Data for as long as necessary to provide the Services and fulfill the transactions you have requested, or for other business purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. We are required by law to keep some types of information for certain periods of time (e.g., statute of limitations). If your Personal Data is no longer necessary for the legal or business purposes for which it is processed, we will generally destroy or anonymize that information.

**Your Rights Regarding Your Personal Data**

Minitab respects your right to access and control your Personal Data. You have choices about the data we collect. When you are asked to provide Personal Data that is not necessary for the purposes of providing you with our Services, you may decline. However, if you choose not to provide data that is necessary to provide a Service, you may not have access to certain features or Services.

We aim to keep all Personal Data that we hold accurate, complete and up-to-date. While we will use our best efforts to do so, we encourage you to tell us if you change your contact details and this can be easily accomplished using the Manage Account section. However, if you believe that the information we hold about you is incorrect, incomplete, or out-of-date, please contact dpo@minitab.com or call +1-814-238-3280 or +1-800-448-3555.

**Access to Personal Data:** In some jurisdictions, you have the right to request access to your Personal Data. In these cases, we will comply, subject to any relevant legal requirements and exemptions, including identity verification procedures. Before providing data to you, we will ask for proof of identity and sufficient information about your interaction with us so that we can locate any relevant data. We may also charge you a fee for providing you with a copy of your data (except where this is not permissible under applicable law).

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Correction and deletion:** In some jurisdictions, you have the right to correct or amend your Personal Data if it is inaccurate or requires updating. You may also have the right to request deletion of your Personal Data. Please note that such a request could be refused because your Personal Data is required to provide you with the Services you requested, e.g., to deliver a Service or send an invoice to your e-mail address, or that it is required by the applicable law.

**Portability:** If you reside within the European Union, you have the right to ask for a copy of your Personal Data and/or ask for it to be ported to another provider of your choice. Please note that such a request
could be limited to Personal Data you provided us with or that we hold at that given time and subject to any relevant legal requirements and exemptions, including identity verification procedures.

If you are a corporate or institutional user of our Services (which means your employer or institution is a Minitab customer of such Services), please first request access to your Personal Data with your employer or institution. Your employer or institution will then be in touch with us with respect to your request.

**Marketing preferences:** If you have provided us with your contact information, we may, subject to any applicable Spam Act or similar regulation, contact you via e-mail, postal mail or telephone about Minitab products, services and events that may be of interest to you, including our newsletter.

E-mail communications you receive from Minitab will generally provide an unsubscribe link allowing you to opt-out of receiving future e-mail or to change your contact preferences. E-mail communications may also include a link to directly update and manage your marketing preferences. If you have a web account with Minitab, you can also change your contact preferences through the Manage Account section of our website. Please remember that even if you opt out of receiving marketing e-mails, we may still send you important Service information related to your accounts and subscriptions.

You can also request changes to your account by contacting Minitab via e-mail, postal mail, telephone or fax at the appropriate location found at http://www.minitab.com/contact-us/ or by e-mailing unsubscribe@minitab.com.

**Cookies & Similar Technologies**

Minitab uses cookies (small, often encrypted, text files that are stored on your computer or mobile device) and similar technologies (“cookies”) to provide our Services and help collect data. This Cookies Policy explains how we use cookies to collect information about the way you use our Services, and how you can control them.

**Social Sharing and Social Login**

**Social Sharing**

We also embed social sharing icons throughout our Sites. These sharing options are designed to enable users to easily share content from our Sites with their friends using a variety of different social networks. If you choose to connect using a social networking or similar service, we may receive and store authentication information from that service to enable you to log in and other information that you may choose to share when you connect with these services. These services may collect information such as the web pages you visited and IP addresses, and may set cookies to enable features to function properly. We are not responsible for the security or privacy of any information collected by these third parties. You should review the privacy statements or policies applicable to the third-party services you connect to, use, or access. If you do not want your Personal Data shared with your social media account provider or other users of the social media service, please do not connect your social media account with your account for the Services and do not participate in social sharing on the Services.

**Social Login**
Certain Services may allow you to login or create an account by using your Facebook or Google ("Social Login Providers") login information ("Social Login"). When you use Social Login, Minitab may request your identity provider id, email address, and full name from the Social Login Providers. This information is used, stored, and processed by the Services subject to this Privacy Policy. Minitab does not use, store, or process any other information accessible through the Social Login Providers. Your use of Social Login is also subject to the Social Login Providers privacy policies available at: Facebook - https://www.facebook.com/privacy/explanation; Google - http://www.google.com/policies/privacy.

**Retargeting and Remarketing**

Minitab uses third-party vendor Retargeting tracking cookies, pixels, and other technologies including Google Ads, Facebook Pixel and Facebook SDK, LinkedIn Ads, Twitter Ads, Yahoo Gemini Ads, and Microsoft Universal Event Tracking (Bing Ads), to collect data about your activities that does not personally or directly identify you when you visit our website, the website of entities for which we serve advertisements, or the websites and online services where we display advertisements. This information may include the content you view, the date and time that you view this content, the products you purchase, or your location information associated with your IP address. We use the information we collect to serve you more relevant advertisements (referred to as “Retargeting” or “Remarketing”). We collect information about where you saw the ads we serve you and what ads you clicked on to measure the success of our advertising campaigns.

If you do not wish to participate in third-party Retargeting or Remarketing, you can find out more information about how to opt-out by visiting the links below:

Google Ads: [https://www.google.com/settings/ads/onweb/](https://www.google.com/settings/ads/onweb/)

Facebook: [https://www.facebook.com/ads/website_custom_audiences/](https://www.facebook.com/ads/website_custom_audiences/)


Microsoft (Bing Ads): [https://account.microsoft.com/privacy/ad-settings/signedout](https://account.microsoft.com/privacy/ad-settings/signedout)

To opt-out of targeted advertising on your iOS or iPadOS device, you can enable Limit Ad Tracking by going to Settings > Privacy > Advertising and turning on Limit Ad Tracking.

**HOW TO OPT OUT OF TARGETED ADVERTISING**

You can generally opt-out of receiving personalized ads from third-party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising (DAA) by visiting the opt-out pages on the NAI website ([http://optout.networkadvertising.org](http://optout.networkadvertising.org)) and DAA website ([http://www.aboutads.info/choices/](http://www.aboutads.info/choices/)).
U.S. Children’s Online Privacy Protection Act

OUR SITES ARE NOT INTENDED FOR CHILDREN

The Services are not directed to or intended for use by children under the age of 16. Consistent with the requirements of the U.S. Children’s Online Privacy Protection Act, if we learn that we received any information directly from a child under age 13 without his or her parent’s verified consent, we will use that information only to inform the child (or his or her parent or legal guardian) that he or she cannot use the Sites or Services.

If you are a California resident who is under age 18 and you are unable to remove publicly-available content that you have submitted to us, you may request removal by contacting us at the address specified below in the “Questions or Complaints Handling” section of this Privacy Policy. When requesting removal, you must be specific about the information you want removed and provide us with specific information, such as the URL for each page where the information is located, so that we can find it. We are not required to remove any content or information that: (1) federal or state law requires us or a third party to maintain; (2) was not posted by you; (3) is anonymized so that you cannot be identified; (4) you don’t follow our instructions for removing or requesting removal; or (5) you received compensation or other consideration for providing the content or information.

REMOVAL OF YOUR CONTENT OR INFORMATION FROM THE SITE DOES NOT ENSURE COMPLETE OR COMPREHENSIVE REMOVAL OF THAT CONTENT OR INFORMATION FROM OUR SYSTEMS OR THE SYSTEMS OF OUR SERVICE PROVIDERS. We are not required to delete the content or information posted by you; our obligations under California law are satisfied so long as we anonymize the content or information or render it invisible to other users and the public.

EU-U.S. and Swiss-U.S. Privacy Shield Frameworks

Minitab participates in the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks. Please see our Privacy Shield Policy for information about Minitab’s data practices regarding personal information it receives from European Union member countries and Switzerland pursuant to the respective Privacy Shield frameworks. To learn more about the Privacy Shield program generally, and to view Minitab’s certification, please visit https://www.privacyshield.gov/. In the event Privacy Shield is no longer deemed adequate by the European Commission, Minitab shall continue to comply with its requirements under the Privacy Shield framework, and otherwise take steps to comply with the EU General Data Protection Regulation.

Notice to Users Outside the United States

Minitab is headquartered in the United States. Your use of our Services is governed by United States law. If you are using the website from outside of the United States, your information may be transferred to, stored, and processed in the United States where Minitab’s servers are located. In accordance with and as permitted by applicable law and regulations, we reserve the right to transfer your information, process, and store it outside your country of residence to wherever we or our third-party service providers operate.

Questions or Complaints Handling
We understand that you may have questions or concerns about this Privacy Policy or our privacy practices or may wish to file a complaint. In such case, please contact us in one of the following ways:

**Minitab Data Protection Office**

**E-mail:** [dpo@minitab.com](mailto:dpo@minitab.com)

**Phone:** +1-814-238-3280 or +1-800-448-3555

**Mail:** Attention: Data Protection Office

Minitab, LLC

1829 Pine Hall Road

State College, PA 16801 USA

If you are not satisfied with our answer or how Minitab manages your Personal Data, you may also have the right to make a complaint to a data protection regulator. If you reside within the European Union, a list of National Data Protection Authorities can be found here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

If you reside in Australia, you may obtain information about privacy and lodging a complaint with the Federal Privacy Commissioner (FPC) at [www.oaic.gov.au](http://www.oaic.gov.au).

**Changes To This Privacy Policy**

We may update this Privacy Policy based upon evolving laws, regulations, and industry standards, or as we may make changes to our business including our Services. We will post changes to our Privacy Policy on this page and encourage you to review our Privacy Policy when you use our Services to stay informed. If we make changes that materially alter your privacy rights, Minitab will provide additional notice, such as via e-mail or through the Sites or other Services. Any material updated to this Privacy Policy shall be presented to You for review and will not be effective unless and until both parties signa written agreement updating these terms. You may also request access and control of your Personal Data as outlined in the [Your Rights Regarding Personal Data](#) section of this Privacy Policy.
Data Processing Agreement (DPA)

Effective Date: March 24, 2021

Attached to the Subscription Agreement for the following offered Minitab Services, when applicable:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®
- Companion by Minitab®

This Data Processing Agreement is intended to satisfy legal requirements under data protection and data privacy laws under Directive 95/46/EC, Article 28 of Regulation (EU) 2016/679 (“GDPR”). The terms “personal data,” “processing,” and “data subject” have the meaning given in the GDPR.

1. You (the “Controller”) hereby instruct Minitab, LLC (the “Processor”) to process personal data for providing the services described in the Subscription Agreement. Processor is not entitled to use personal data for its own purposes. Processor may only process personal data on behalf of the Controller and solely for the purposes identified in Section 1 of this Data Processing Agreement.

2. Processor will meet or exceed the technical and organizational data security measures described in Appendix 2 of the Standard Contractual Clauses appended hereto in Annex 1.

3. Controller generally authorizes and consents to Processor engaging subprocessors, as needed, to fulfill Processors contractual obligations under this DPA, provided that Processor:
   
a. provides prior notice to Controller and gives Controller an opportunity to object to the addition or replacement of subprocessors (provided that Controller will not object except with reasonable cause). The Processor website (currently posted at https://minitab.com/legal/data-processing-agreement/subprocessors (also attached as Annex 2)) is updated as needed from time to time and lists sub-processors that are currently engaged by Processor to carry out processing activities on Controller’s personal data.

   b. executes a written contract with each subprocessor with the same or more protective obligations and data protection measures contained in this Data Processing Agreement and Appendix 2 of the Standard Contractual Clauses appended hereto in Annex 1, and provide a copy of such contracts to Controller upon request; and

   c. remains fully responsible and liable for any actions and omissions of subprocessors.

4. Processor will comply with all requirements of this Data Processing Agreement, the GDPR and applicable national laws with respect to all personal data received from or processed for Controller. Without limiting the generality of the foregoing, Processor will:

   a. process the personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the Processor is subject; in such a case, the
Processor will inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

b. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c. take all measures required pursuant to Article 32 of the GDPR;

d. respect the conditions referred to in Article 28 paragraphs 2 and 4 of the GDPR for engaging another Processor;

e. taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller’s obligation to respond to requests for exercising the data subject’s rights under the GDPR or applicable national data protection laws;

f. assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Processor;

g. make available to the Controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

Processor will immediately inform the Controller if, in its opinion, an instruction from Controller infringes the GDPR or applicable national data protection laws, or if Processor believes that it cannot comply with any instruction or any requirements under this Data Processing Agreement.

5. Processor will without undue delay, and within the period specified by applicable law, inform the Controller of any loss or breach of security of the personal data. Processor will, at a minimum, provide the following details:

a. the nature of the loss or breach; and

b. an estimation of the number of data subjects involved, and, where possible, their names.

Processor will promptly investigate such loss or breach and will provide Controller with reasonable assistance to satisfy any legal obligations (including obligations to notify data protection authorities or data subjects) of Controller in relation to such loss or breach.

6. This Data Processing Agreement will remain effective as long as Processor provides services for Controller or processes personal data received from Controller or in the context of providing services for Controller. Upon termination of the Subscription Agreement (in whole or in part) or earlier upon Controller’s request, and at Controller’s choice, Processor will, unless any applicable law, competent court, or supervisory or regulatory body prevents Processor from returning or destroying the personal data transferred:

a. destroy all personal data processed and any copies thereof and certify to Controller on request that Processor has done so; or

b. in accordance with Controller’s instructions, return all personal data processed and the copies thereof to Controller or other recipient identified by Controller.
7. Processor will monitor and self-audit its own compliance with its obligations under applicable national data protection law, the GDPR and this Data Processing Agreement and will provide Controller with periodic reports, at least annually.

8. At Controller’s written request, Processor will allow an audit (on-site or remotely) to verify Processor’s and any of its subprocessors’ compliance with obligations under applicable national data protection law, the GDPR and this Data Processing Agreement, to be carried out either (a) by an independent Certified Public Accountant bound by a duty of confidentiality selected by Controller and approved by Processor (which approval will not unreasonably be withheld or delayed) and where applicable, in agreement with the competent data protection authority, or (b) by a competent data protection authority. The audit will be carried out in close cooperation with Processor’s Data Protection Office at 1829 Pine Hall Road, State College, PA 16801; dpo@minitab.com. The parties will agree on the scope of the audit in advance. Controller will notify Processor in writing a minimum of ten (10) business days prior to any audit being carried out. Controller will bear the costs of the audit unless the audit uncovers compliance deficits that are not immaterial, in which case Processor will reimburse Controller for the costs of the audit. If Controller requests Processor to incur out-of-pocket costs to assist Controller in the audit, then Processor is entitled to a reasonable, pre-approved reimbursement for its costs of the audit incurred by Processor, to be paid by Controller only if the audit does not uncover compliance deficits that are not immaterial.

9. Processor will assist Controller, to the extent reasonably possible, to comply with applicable law in a reasonable time. Without limiting the generality of the foregoing, Processor will assist Controller with any data protection impact assessment and consultation procedures, if any that relate to the services provided by Processor to Controller and the personal data that Processor handles for Controller.

10. Processor will assist Controller with any data subject access, portability, correction, erasure or blocking requests and objections. If Processor receives any request from data subjects, data protection authorities, or others relating to its data processing, Processor will immediately inform Controller and assist Controller with developing a response (but Processor will not itself respond, except per instructions from Controller). Processor will also assist Controller with the resolution of any request or inquiries that Controller receives from data protection authorities relating to Processor and, if and to the extent requested by Controller, cooperate with any authorities’ requests.

11. Processor will notify Controller without undue delay:
   a. about any legally binding request for disclosure of personal data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
   b. about any complaints and requests received directly from data subjects (e.g., regarding access, rectification, erasure, data portability, objection to processing of data, automated decision-making), and assist Controller with a response and resolution of the request, but not respond until Controller provides instructions;
   c. if Processor becomes aware of a data protection breach at Processor or its subprocessors; without limiting any other obligations under applicable law, the GDPR or contracts, Processor will assist Controller with investigating the breach and satisfying Controller’s obligations to inform data subjects, authorities and others, and handle documentation and other requirements.
12. In case Processor is established in, or transfers or makes accessible any personal data to any subprocessors outside of, any country other than the Member States of the European Economic Area or Switzerland, by agreeing to this Data Processing Agreement, Processor agrees that it: (a) is certified under EU-US Privacy Shield and where applicable Swiss-US Privacy Shield (collectively “Privacy Shield”) for any processing that is performed in the United States or, as may be required, a similar framework that provides approved safeguard for data transfers (as recognized under the Data Protection Laws) or a European Commission finding of adequacy (the Privacy Shield and similar frameworks are collectively referred to as a “Privacy Framework”); or (b) if Processor is not certified under a Privacy Framework, or if the Privacy Framework under which the Processor is certified is deemed invalid by an applicable regulatory body, then the parties agree that the Standard Contractual Clauses approved by the EU authorities under Data Protection Laws and set out in Annex 1 will apply in respect of that processing, and Processor will comply with the obligations of the ‘data importer’ in the Standard Contractual Clauses and Controller will comply with the obligations of the ‘data exporter’.

13. All obligations under this Data Processing Agreement apply in addition to, not in lieu of, any other contractual, statutory and other obligations of Processor.

14. The parties agree that Controller’s affiliates are intended third-party beneficiaries of this Data Processing Agreement and such provisions are intended to inure to the benefit of the affiliates. Without limiting the foregoing, Controller affiliates will be entitled to enforce this Data Processing Agreement as if each was a signatory to this Data Processing Agreement.

15. In case of any conflict or inconsistency, the order of precedence in respect of the processing of personal data shall be: the Annexes to this Data Processing Agreement, this Data Processing Agreement, and then the Subscription Agreement.

16. This Data Processing Agreement shall not restrict the GDPR or any other applicable data protection laws. If any provision in this Data Processing Agreement is ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. In case a necessary provision is missing, the parties shall add an appropriate one in good faith.

17. Processor guarantees the prompt and satisfactory performance of its obligations and responsibilities under this Data Processing Agreement by Processor, and Processor agrees that it shall be responsible for all costs associated with its compliance of such obligations.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

You (as defined in the Data Processing Agreement)(the data exporter)

And

MINITAB, LLC

(the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) ‘the data exporter’ means the controller who transfers the personal data;
(c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) ‘the subprocessor’ means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in
which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Federal data protection law of the United States and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocess processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocess processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).
Clause 5

**Obligations of the data importer**

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:
   (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
   (ii) any accidental or unauthorised access, and
   (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocesssing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. Reserved.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject to referral of the dispute in accordance with GSAR 552.212-4(d) Disputes.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

**Governing Law**

The Clauses shall be governed by the Federal laws of the United States.

Clause 10

**Variation of the contract**

This Agreement and Clauses is not subject to revision or amendment. The parties may supplement the Agreement and Clauses by addressing business related issues with the Ordering Activity and including supplemental terms and conditions in the Task/Delivery/Purchase Order.

Clause 11

**Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.
Appendix 1

to the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The Ordering Activity under GSA Schedule contracts identified in the Purchase Order (defined as “You”) that has entered into the Agreement with Minitab, LLC for the provision of Services as described in the Agreement.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Minitab, LLC, which processes personal data upon the instruction of the data exporter in accordance with the Agreement.

Data Subjects

The data subjects may include Your customers, employees, suppliers, and end-users.

Categories of Data

The personal data transferred concern the following categories of data (please specify):

Your Content uploaded to the Services under Your accounts

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The purpose, nature and subject matter of the Processing of Personal Data by Processor, under this Data Processing Agreement, are those Processing operations, which are necessary to provide the Services, which are referred herein.

The Processing of Personal Data referred to under this Data Processing Agreement shall occur throughout the term of this Data Processing Agreement and the provision of Services.
Appendix 2

to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Information Security Program Minimum Security Elements

"Security Obligations" is defined as:

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Minitab implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- the pseudonymization and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In furtherance of the above definition, Minitab takes the following specific measures to ensure that it meets the Security Obligations prescribed in Section 4 of the Agreement.

1. Physical Access Control

Measures to prevent unauthorized persons from gaining access to data processing systems for processing or using the Personal Data:

- A main entrance is staffed with a reception area and receptionist(s) to monitor and control entry into the offices (where available).
- 24/7 on-premise security monitoring including intruder alerts and environmental notifications.
- Access control via key cards are used to restrict entry to physical buildings (where available).
- Special security zones are established, and access is logged via electronic means.
- Video surveillance of entry doors and parking lots (where available).

2. Logical Access and Security Controls

Measures to prevent that unauthorized persons use data processing equipment and –procedures:

- Enforced strong authentication and conditional access policies.
- Multi-factor authentication is used for administrative control (when available).
• A strong password policy, requiring complex passwords, a maximum password age, a minimum password age, account lockout policies and other logon restrictions.
• An industry standard firewall and other components are used to limit traffic into the environment from unauthorized locations and control inbound and outbound network traffic for specific IP addresses and address ranges, protocols, applications, and content types based on Minitab’s information security policies.
• Industry standard anti-malware software is used on all endpoints with protection against ransomware and other exploits.

3. Data Access Control
Measures that ensure that persons entitled to use a data processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights:

• Access rights are limited with the principle of least privilege, which requires users and services are granted only the permissions needed to perform their work or function.
• Roles and groups are used to assign appropriate permissions.
• Security incident and event management software is used to centralize and preserve audit logs.
• Policy forbids shared terminals and accounts in production systems.

4. Data Transfer Control
Measures to ensure that the Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of the Personal Data by means of data transmission facilities can be established and verified.

• A centralized identity provider is used with conditional access, Multi-Factor Authentication (MFA) and Single Sign-On (SSO) (when available.)
• Hard drive encryption is used on mobile devices, workstations, and servers (when available.)
• End-to-End encryption is employed for data transmission.
• Auditing and reporting features are used to track user and administrative activity.

5. Entry Control
Measures to ensure that it is possible to check and ascertain whether Personal Data have been entered into, altered or removed from data processing systems and if so, by whom:

• Logging of data entry (when available.)
• Ability to prove deletion of data
• Purge confirmation

6. Availability Control
Measures to ensure that the Personal Data is protected against accidental destruction or loss:

• High availability of critical systems with redundant hardware and failover processes maximize system uptime and availability.
• Hardware, software, and peripherals are standardized throughout the organization for fast system recovery.
• System configurations are documented and available as part of business continuity planning.
• A flywheel UPS system provides emergency power.
• Backup media is encrypted and stored offsite in a secure, environmentally controlled location.
• On-premise data and systems are backed up/restored on a regular schedule.
• Database backups are performed on a regular basis and are encrypted.
• Appropriate contingency planning controls are in place.

7. Control of Data Set Separation

• Logical separation of data of customers.

*** END OF ANNEX 1, APPENDIX 2 ***
Annex – 2

The following subprocessors provide technologies used to deliver specific Minitab Services. If you deploy one of the services above, the subprocessor(s) identified may process, store, or otherwise access customer data or personal data in the course of helping to provide that service.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Data Location</th>
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<tbody>
<tr>
<td>Nalpeiron</td>
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To the extent required under contractual agreement or as may be required by applicable law, this page will be updated as needed and notice may be given when there is any new or replaced subprocessor(s).

*** END OF ANNEX 2 ***
Minitab Acceptable Use Policy

Effective Date: March 24, 2021

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the following online service (the “Service”) offered by Minitab, LLC:

- Minitab® Statistical Software – Web App
- Real-Time SPC Powered by Minitab®
- Minitab Connect®
- Minitab Engage™
- Quality Trainer by Minitab®
- Companion by Minitab®

The examples described in this Policy are not exhaustive. We may modify this Policy at any time by providing You notice as may be required by law.

No Illegal, Harmful, or Offensive Use or Content
You may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- Illegal, Harmful or Fraudulent Activities. Any activities that violate any law or regulation, that violate the rights of others, or that may be harmful to others, Our operations or Our reputation.
- Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- Offensive Content. Content that is fraudulent, deceptive, harassing, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data or otherwise jeopardize the security of Your or anyone else’s account, including viruses, Trojan horses, worms, time bombs, ransomware, or cancelbots.
- Harmful Use. Use that reformats or frames any portion of the webpages that are part of the Service without Our written consent, or decompiles, reverse engineers, decodes or otherwise attempts to derive or obtain the source code or underlying ideas or information of or relating to the Service or System (unless applicable laws specifically prohibit such restriction).

No Security Violations
You may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System or crawl, scrape, index or
extract web data from any part of the Services or System.

- Interception. Monitoring of data or traffic on a System without permission.

**Our Monitoring and Enforcement**

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Service. We may:

- investigate violations of this Policy or misuse of the Service; or
- remove, disable access to, or limit user resources that violates this Policy or any other agreement We have with You for use of the Service in accordance with GSAR 552.212-4(d) Disputes.

We may report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing available information related to alleged violations of this Policy.

**Reporting of Violations of this Policy**

If You become aware of any violation of this Policy, You will immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact legal@minitab.com.