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License Agreement Number _____

Master License Agreement For Institute Software

This Master License Agreement ("Agreement") is entered in North Carolina and, along with the applicable Supplement, governs the license of software products ("Software") from SAS Institute Inc. ("Institute"). Each Supplement to this Agreement ("Supplement") identifies the specific entity ("Customer") authorized to use the Software listed on that Supplement. Each Supplement is a separate agreement which incorporates the terms of this Agreement. Separate Customers, if they are related entities, may sign Supplements which reference this Agreement. One Customer shall not access a different Customer's Software even though the Supplements reference this same Agreement.

1. License Grant.

- 1.1 The Institute grants Customer a nonexclusive, nonassignable, and nontransferable license to use the Software with the operating system designated on the Supplement. The license is an annual license renewed at the mutual agreement of the parties. Renewal is accomplished by Customer paying, and the Institute accepting, the license renewal fee, and any applicable taxes.
- 1.2 Customer shall install the Software only on hardware authorized under this Agreement ("Authorized Hardware"). If the Software license fee is based on the processing capacity of the hardware, Authorized Hardware is hardware located on Customer's premises which Customer identifies to the Institute by type and CPU number. If the Software license fee is based on the number of Users or workstations, Authorized Hardware is hardware owned or leased by Customer or Customer's employees.
- 1.3 Except as otherwise provided herein, the Software shall only be accessed from the United States by Customer's employees and short term on site contractors ("Users") while doing work for Customer. Contractors shall not use the Software for their own business operations or administrative processes. Unless the Agreement is amended and Customer pays the appropriate additional license fees, third parties shall not access the Software in any services environment, such as facilities management, outsourcing, time-sharing or service bureau; nor will Customer process or permit to be processed third party data with the Software. If the Authorized Hardware is a portable computer, Customer may take Software installed on the portable computer out of the United States so long as it is not used in any one country other than the United States for more than three months during any license period.
- 1.4 Customer may allow Users to access only Software licensed to Customer for which Customer receives a product authorization code. The product authorization code is a program which, when applied to the Software, allows the Software to operate for its designated term. Customer shall not allow Users to install or attempt to use other products which may be contained on the media received from the Institute.
- 1.5 Title to the Software and its documentation remains with the Institute and its licensors at all times. Copyright notices and other proprietary rights notices in the Software shall not be deleted or modified. This Agreement does not transfer any ownership rights. Source code from which the Software object code is derived ("Source Code") is not being provided and is an Institute trade secret to which access is not authorized. Except to the extent allowed by law, neither Customer nor any other User shall reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code.
- 1.6 Customer may copy the Software only for (1) disaster recovery and back-up purposes, and (2) installation of workstation or personal computer Software. All copies remain the property of the Institute. Customer may deliver a copy of the Software to a disaster recovery contractor. Customer must give the Institute the name and address of the disaster recovery contractor before delivery. The identical copyright notices and any other proprietary rights notices found on the original Software media must be reproduced on all copies authorized under this Section.

2. Fees.

- 2.1 Canceling Software may affect eligibility for discounts or other special pricing offers. Payments are due net thirty days. License fees do not include taxes, and Customer is responsible for payment of all applicable taxes, except for taxes based on the Institute's income. After the product authorization code is provided, except as otherwise allowed herein, refunds are not available.

2.2 Customer may call or write the Institute to change operating system(s), Authorized Hardware, or number of Users or workstations. These changes may result in additional license fees which are effective and will be invoiced as of the time of the change. License fees for each renewal period may differ.

2.3 Customer may, by written notice to the Institute, designate third parties to pay license fees on Customer's behalf; however, payment of fees remains Customer's ultimate responsibility. Upon such designation, the Institute will send its standard notices regarding payment to the third party only. Authorization to pay fees creates no contractual relationship with the third party nor does it authorize access to or use of the Software by the third party.

3. Technical Support.

The Institute will use reasonable efforts, either by telephone or in writing, to help Customer solve specific problems with installation or use of the Software. It may not be possible to solve all problems or correct all errors in the Software. The Institute may, from time to time, send, and the Customer agrees to use reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, the Institute may add, modify, or delete functionality in new releases. If the Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time. Technical support will be provided only in the United States.

4. Limited Warranty.

4.1 The Institute warrants it has the right to license the Software to Customer. The exclusive remedy for breach of this warranty is set forth in Section 6. The Institute warrants that each production release of the Software will substantially conform to its user documentation including any updates thereto. If it does not, at the Institute's option, the Institute will either make it conform, replace it with conforming Software, or terminate the license and refund the license fee for the Software product at issue for the current period. This is the exclusive remedy for breach of this warranty.

4.2 The Institute warrants that the media on which the Software is received and the Software itself will be free of software viruses. **The Institute and its licensors disclaim all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, or arising as a result of custom or usage in the trade or by course of dealing.**

5. Limitations of Liability.

5.1 The Institute and its licensors are not liable for (1) special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract or tort), or (2) any claim against the Customer by a third party. The Institute is not required to provide the product authorization code if Customer is in breach of this Agreement or if all amounts due under this Agreement are not paid and is not liable for damages caused by the resulting Software interruption. Customer is responsible for implementing procedures to verify accuracy of data input and output.

5.2 The maximum amount Customer may recover for any claim relating to matters covered by this Agreement or use of the Software is limited to the license fees received from Customer for the Software product(s) at issue during the then current license period.

5.3 The limitations in this Section do not apply to the Institute's indemnification obligations set forth in Section 6. Some states do not allow limitations of liability so certain of these limitations may not apply; however, they apply to the greatest extent permitted by law.

6. Indemnification.

6.1 If a claim of copyright, patent, trade secret, or other intellectual property rights violation is made against Customer relating to the Software, Customer agrees to immediately notify the Institute, allow the Institute to control the litigation or settlement of such claim, and cooperate with the Institute in the investigation, defense, and/or settlement thereof. The Institute agrees to take control of the litigation and indemnify the Customer by paying any settlement approved by the Institute, or any judgment, costs, or attorneys' fees finally awarded against the Customer for such claim. Customer may participate at Customer's own expense. This indemnification obligation does not apply to the extent the claim is based on a combination of Institute Software with other software or a Customer modification to the Software if such claim would not have been made but for the combination or modification.

6.2 If such a claim is made or, in the Institute's opinion, is likely to be made, the Institute, at its option, may modify the Software, obtain rights for the Customer to continue using the Software, or terminate the license for the Software product at issue and refund the current license fee paid by Customer. Customer agrees to abide by the Institute's decision and, if appropriate, install a different version of the Software or stop using the Software.

7. Termination and Expiration.

Customer may terminate its license for any Software product at any time. The Institute may terminate the license for a breach of this Agreement if not cured within thirty (30) days of written notice by the Institute. Obligations in this Agreement that by their nature are continuing survive termination or expiration. Upon termination or expiration of the license, or when a User is no longer authorized to access the Software, Customer agrees to reclaim, delete, and destroy the Software product at issue.

8. U.S. Government Restricted Rights.

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Use, duplication, or disclosure of the Software and related documentation by the U.S. government is subject to this Agreement and the restrictions set forth in FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987).

9. Modifications and Amendments.

This Agreement, its Supplements, and any Supplement Attachments, and invoices arising under them are the parties' complete and exclusive statement relating to their subject matter. Modifications must be in writing, signed by both parties, and specifically reference this Agreement. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected.

10. Governing Law.

North Carolina law, excluding choice of law provisions, and the laws of the United States of America govern this Agreement. Customer agrees to comply with applicable United States export regulations by preventing access to the Software by persons in or from countries embargoed by the United States or otherwise prohibited from accessing the Software.

11. General.

Failure to require compliance with a part of this Agreement is not a waiver of that part. If a court of competent jurisdiction finds any part unenforceable, that part is excluded, but the rest of the Agreement stays in full force and effect. Any attempt by Customer to transfer or assign this Agreement is void. Breach of the Institute's intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, the parties agree the Institute may protect those intellectual property rights through temporary restraining orders or injunctions, without the obligation of posting bond. The persons who sign below represent they have authority to bind the named parties to this Agreement.

Accepted by:

Customer: _____

SAS Institute Inc.

By _____

Authorized signature

By _____

Authorized signature

Name (type or print)

Name (type or print)

Title

Title

On _____

Date

On _____

Date