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Supplement Number 4 ("Supplement")

to Master Licence Agreement ("MLA")

SAS Software Limited ("SAS")
Wittington House, Henley Road, Medmenham
Marlow, Buckinghamshire SL7 2EB
United Kingdom (CRN: 01936437)
Tel: (+44) 1 6294 66833 - Fax: (+44) 1 6294 63203
http://www.sas.com

Customer Name:
Care Quality Commission ("Customer")
Address:
151 Buckingham Palace Road,
Post Code:
London, SW1W 9SZ
Customer Registration Number ("CRN"):

Country (the "Territory"):
United Kingdom
Currency Type:
Pound sterling (GBP)

	Software and Subcomponents¹	Applicable Pricing Metric, Number of Authorised Units²	Operating System¹	Authorised Hardware (CPU/Server Manufacturer, Model type/Serial No.) ³	Renewal Fees² (in above Currency Type)	Licence Beginning Date	Anniversary Date
						FOR SAS USE ONLY	
Software:	SAS Analytics Pro	Bundle PC Use (5)					
Software:	SAS/ACCESS Interface to ODBC	PC Use (5)	WNDW - Microsoft Windows 32-bit Workstation		See Section 4.2	31DEC2015	31DEC
Software:	SAS/ACCESS Interface to PC File Formats	PC Use (5)					
Software:	SAS/ETS	PC Use (5)					

Additional Information/Licence Terms

This Supplement replaces all previous Supplements issued under MLA number 99046 and effects the change of the number of Bundle P C Users and P C Users from 0 to 5 with effect from 31 December 2015.

1. Pricing metrics, operating systems and/or Authorised Hardware for subcomponents which differ from that of the Software with which they are associated are listed on the column that corresponds to the applicable subcomponent. Unless otherwise noted, subcomponents listed here are included in the Software Licence fee for the Software product with which they are licensed or provided.

2. The pricing metric is used to derive items fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described in clause 2 of this Supplement. Certain pricing metrics contain additional terms that pertain to Customer's use of the Software.

3. Customer must provide Operating System and Authorised Hardware information to SAS prior to shipment of Software.

4. Unless otherwise described in this Supplement, these are the first year licence fees for the Software. First available taxes. Customer is responsible for taxes on its licensing of the Software.

Commercial in Confidence

1. **License of Software.** The Supplement, any Attachments and the MLA (collectively, "Agreement"), gives Customer's license of the listed software ("Software") and any related other documentation provided by SAS. When financial client or as a Software subcomponent, SAS AppClint Suite software may be used for development purposes only.

2. **Pricing Metrics.** The pricing metric and general terms listed below apply to the Software and any subcomponents listed on page 1:

   2.1. **PC Use** - The Software license fee is based on the greater of either (i) the total number of Users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.

   2.2. **Bundle PC Use** - The Software license fee is based on the greater of either (i) the total number of Users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. The Software is licensed as a bundle of technology and not as "integrated" status. Accordingly, the Software components in the Software may be used alone or with the other components bundled with the Software.

3. **Sublicense of Information.** Once Software consists of subcomponents which may be used only in connection with a single Software configuration. When the Software requires installation of subcomponents on more than one hardware like, the server-like subcomponents may be installed only on the Authorized Hardware listed on page 1 of the Supplement. If authorized by SAS, however, some server-like subcomponents also may be installed on separate hardware which has its same or fewer classification as the Authorized Hardware; Software or subcomponents licensed to SAS by third parties may only be installed once.

4. **Initial Two-Year License Period.**

   4.1. **Initial Period; Termination.** SAS hereby grants the Customer a two (2) year license commencing on the License Beginning Date for the Software listed on page 1 of this Supplement ("Initial Period"). Notwithstanding the foregoing, either party may terminate the license in the event of a material breach of the terms of the MLA or this Supplement by the other party provided such breach is not cured within thirty (30) days of the breaching party's receipt of written notice from the other party. This right to cure does not apply to breaches that threaten to create or have caused damage to or loss of or part of SAS' intellectual property right.

   4.2. **License Fees During Initial Period; Invoicing.** The license fees during the Initial Period shall be payable in two (2) annual installments as follows:

Annual Period	Annual Installment
Total License Fees During Initial Period	**£21,089.50**

The license fees set forth above do not include VAT which will be added to SAS invoices. If Customer desires to increase its usage of the Software beyond that agreed upon herein by, for example, increasing the capacity of the Authorized Hardware on which the Software is installed or increasing the number of Users accessing the Software, additional fees may apply.

SAS will invoice the first annual installment of the license fees at once as both parties sign the Supplement. SAS will invoice the annual installments for the remaining annual periods of the Initial Period approximately thirty (30) days prior to each annual Anniversary Date. Customer will pay such invoices not thirty (30) days, regardless of whether Customer continues its use of the Software prior to the expiration of the Initial Period. SAS will provide renewal Customer Authorization Codes each year for the Software once SAS receives the annual installment of the license fees.

   4.3. **Renewal following the Initial Period.** Unless otherwise mutually agreed by written amendment to this Supplement, any license following the expiration of the Initial Period shall be annual license. Annual license following the Initial Period are as evidenced by SAS issuing an invoice for the applicable Software license renewal fees and Customer paying the invoice.

   4.4. **Non-exclusive; Disclaimer of Liability.** For the purpose of determining the amount of license fee related to the limitation of the MLA, or the amount of license fees subject to the limitation of liability section of the MLA, the applicable license fee amount that be the annual license fees paid for the annual license period which the claim arose.
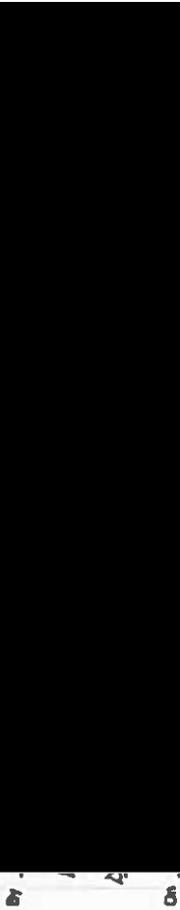
5. **General.** This Supplement constitutes a separate agreement between Customer and SAS incorporating the terms of the MLA. The Agreement and licenses arising under it are the partial complete and exclusive statement relating to their subject matter. Modifications must be in writing, signed by both parties, and expressly reference information in the Agreement. Obligations in the Agreement that by their nature are continuing survive termination or expiration of the Agreement. Additional or different terms on correct of New Customer or third party purchasing documents are expressly objected to and rejected, even if SAS does not explicitly object to or reject such terms individually. With respect to the Software, this Supplement adds to the Agreement, and supersedes and replaces any conflicting or inconsistent terms in the MLA.

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

Accepted by:

Customer: Cray Quality Consultancies	SAS Software Limited

By:

On: Date: Date

UK English Legacy 2-year
Short Template.docx

SAS

Supplement Number 5 ("Supplement")
to Master Licence Agreement ("MLA")

SAS Software Limited ("SAS")
Wittington House, Henley Road, Medmenham
Marlow, Buckinghamshire SL7 2EB
United Kingdom (CRN: 01316437)
Tel: (44) 1 6284 86933 - Fax: (44) 1 6284 83203
http://www.sas.com

Customer Name:
Care Quality Commission ("Customer")
Address:
151 Buckingham Palace Road
Post Code:
London, SW1W 9SZ
Customer Registration Number ("CRN"):

Country (the "Territory"):
United Kingdom
Currency Type:
Pound sterling

	Software and Subcomponents[1]	Applicable Pricing Metric, Number of Authorised Units[2]	Operating System[3]	Authorised Hardware (CPU/Server Manufacturer, Model type/Serial No.)[3]	Initial Fees[4] (in above Currency Type)	Licence Beginning Date	Anniversary Date
						FOR SAS USE ONLY	
Software:	SAS/IML	PC Use (5)	WX6 - Microsoft Windows For X64 and WNDW – Microsoft Windows 32bit Personal Client		See Section 4.2	28FEB2017	28FEB

Additional Information/Licence Terms

1) For the avoidance of doubt, the total number of Authorised Units (PC Use 5) may not be exceeded across both WX6 – Microsoft Window for X64 and WNDW – Microsoft Windows 32bit Personal Client operating systems.

1. Pricing metrics, operating systems and/or Authorised Hardware for subcomponents which differ from that of the Software with which they are associated are listed in the column that corresponds to the applicable subcomponent. Unless otherwise noted, subcomponents listed here are included in the Software licence fee for the Software product with which they are licensed or provided.
2. The pricing metric is used to derive licence fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described in clause 2 of this Supplement. Certain pricing metrics contain additional terms that pertain to Customer's use of the Software.
3. Customer must provide Operating System and Authorised Hardware information to SAS prior to shipment of Software
4. Unless otherwise described in this Supplement, these are the first year licence fees for the Software. Fees exclude taxes. Customer is responsible for taxes on its licensing of the Software

Commercial in Confidence

1. **Licence of Software.** This Supplement, any Attachments and the MLA (collectively, "Agreement"), govern Customer's licence of the listed software ("Software") and any related user documentation provided by SAS. When licensed alone or as a Software subcomponent, SAS AppDev Studio software may be used for development purposes only.

2. **Pricing Metrics.** The pricing metrics and general terms listed below apply to the Software and any subcomponents listed on page 1:

    2.1. **PC Use** - The Software license fee is based on the greater of either (i) the total number of Users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.

3. **Sub-component Installations.** Some Software consists of subcomponents which may be used only in connection with a single Software configuration. When the Software requires installation of subcomponents on more than one hardware tier, the server-tier subcomponents may be installed only on the Authorised Hardware listed on page 1 of this Supplement. If authorised by SAS, however, some server-tier subcomponents also may be installed on separate hardware which has the same or lower classification as the Authorised Hardware. Software or subcomponents licensed to SAS by third parties may only be installed once.

4. **Two Year License Period.**

    4.1. **Licence Period; Termination.** SAS hereby grants and Customer hereby accepts a two (2) year license commencing on the License Beginning Date for the Software listed on page 1 of this Supplement ("Initial Period"). Notwithstanding the foregoing, either party may terminate the licence in the event of a material breach of the terms of the MLA or this Supplement by the other party provided such breach is not cured within thirty (30) days of the breaching party's receipt of written notice from the other party. This right to cure does not apply to breaches that threaten to cause or have caused damage to or loss of all or part of SAS' intellectual property rights.

    4.2. **License Fees; Invoicing.** The license fees shall be payable in two (2) installments as follows:

Licence Period	Annual Installment
~~09FEB17 - 07FEB18~~	~~£6,558.89~~
Total License Fees During Initial Period	£7,889.17

The license fees set forth above do not include VAT which will be added to SAS' invoices. If Customer desires to increase its usage of the Software beyond that agreed upon herein by, for example, increasing the capacity of the Authorized Hardware on which the Software is installed or increasing the number of Users accessing the Software, additional fees may apply.

SAS will invoice the first installment of the license fees as soon as both parties sign this Supplement. SAS will invoice the second installment approximately thirty (30) days prior to the Anniversary Date. Customer will pay such invoices net thirty (30) days, regardless of whether Customer discontinues its use of the Software prior to the expiration of a Licence Period. SAS will provide one-year Product Authorization Codes each year for the Software when SAS receives payment of the license fees.

    4.3. **Renewal following the Initial Period.** Unless otherwise mutually agreed by written amendment to this Supplement, any licenses following the expiration of the Initial Period shall be annual licenses. Annual licenses following the Initial Period are accomplished by SAS sending an invoice for the applicable Software license renewal fees and Customer paying the invoice.

    4.4. **Indemnification; Limitation of Liability.** For the purposes of determining the amount of license fee refund in the Indemnification Section or Warranty Section of the MLA, or the amount of license fees subject to the Limitation of Liability Section of the MLA, the applicable license fee amount shall be the annual license fees paid for the annual license period when the claim arose.

5. **General.** This Supplement constitutes a separate agreement between Customer and SAS incorporating the terms of the MLA. The Agreement and invoices arising under it are the parties' complete and exclusive statement relating to their subject matter. Modifications must be in writing, signed by both parties, and specifically reference the Agreement. Obligations in the Agreement that by their nature are continuing survive termination or expiration of the Agreement. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected, even if SAS does not explicitly object to or reject such terms individually. With respect to the Software, this Supplement adds to the Agreement, and supersedes and replaces any conflicting or inconsistent terms in the MLA.

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

Accepted by:

Customer: **Care Quality Commission**	**SAS**
B█	By
On _____	On _____
Date	Date

Care Quality Comm 2YR SUP 5
(IML) 22FEB17 AT

LGL3662/Dec14	SAS and all other SAS Institute Inc. product or service names are registered trademarks or trademarks of SAS Institute Inc. in the USA and other countries. ® indicates USA registration. Other brand and product names are trademarks of their respective companies.

Master Licence Agreement

SAS Software Limited ("SAS") Wittington House, Henley Road, Medmenham, Marlow, Buckinghamshire, SL7 2EB, United Kingdom (CRN: 01316437) Tel: (44) 1628 486933 • Fax: (44) 1628 483203 http://www.sas.com	Customer Name: Care Quality Commission ("Customer")
	Street Address: 151 Buckingham Palace Road,
	City, County, Postal Code: London, SW1W 9SZ
	CRN:

1. Agreement Structure.

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

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

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

2. Standard Usage Rights.

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

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

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

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

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reasonable request, Customer will identify any such contractors to SAS by name and address.

2.4 Territory. Each Supplement shall identify the geographical territory in which the Software may be installed and used and from which it may be accessed ("Territory"). Standard licence rights allow Customer to install, use and access the Software within and from a single Territory. However, as an accommodation to Customer, SAS authorizes Customer to permit Users to travel outside the Territory with Software licensed for use on personal computer Authorised Hardware for up to a total of three (3) months during each annual licence period.

2.5 Authorised Hardware: Multi-Tier Configurations: Installations: Operating Systems.

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

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

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

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

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

3. Fees. Licence fees for each Software product are based on the applicable pricing metric and the usage rights and limits set forth in the Agreement. First year fees, pricing metrics and any non-standard usage rights are listed on the Supplement. Renewal

fees are listed on invoices and may vary each year, provided that renewal fees may be listed on a Supplement if the parties have entered into a non-standard multi-year licence. Prior to any licence renewal period, SAS may propose pricing metric changes. If the Software is to be purchased via a SAS authorised reseller, this will be expressly referenced in the Supplement and the fees for each Software product shall be agreed between Customer and such reseller.

4. Product Authorisation Code. The "Product Authorisation Code" is a component of the Software that enables the Software to operate for the applicable annual licence period. Customer may allow Users to access only Software licensed to Customer for which Customer receives a Product Authorisation Code. Customer shall not allow Users to install or attempt to use other SAS software contained on media received from SAS. At each new licence period, or if required as a result of changes in Authorised Hardware or Software, Customer must apply a new Product Authorisation Code to keep the Software operating. SAS is not required to provide the Product Authorisation Code if Customer is in breach of the Agreement or has not paid any undisputed amounts due under the Agreement. If any amount due is disputed by Customer, SAS may provide a temporary Product Authorisation Code throughout any good faith discussions to resolve such dispute, up to a maximum period of two months ("Grace Period"). After observing the Grace Period, SAS is not obliged to provide further Product Authorisation Codes and is not liable for damages caused by the resulting Software interruption. Customer may allow only Users to access the Product Authorisation Code. Customer acknowledges and agrees that the Product Authorisation Code is SAS' confidential and proprietary information.

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

6. Title; Source Code. Title to the Software and its Documentation remains with SAS and its licensors at all times. Copyright notices and other proprietary rights notices in the Software or Documentation shall not be deleted or modified. The Agreement does not transfer any ownership rights. Source code from which the Software object code is derived ("Source Code") is not being provided and is a trade secret of SAS and SAS' licensors to which access is not authorised. Neither Customer nor any other User shall reverse engineer, reverse assemble or decompile the Software or in any way attempt to recreate the Source Code, except and only to the extent applicable laws specifically prohibit such restriction.

7. Technical Support. During the term of the Software licence, SAS will use reasonable endeavours, either by telephone or electronically, to help Customer solve specific problems with installation or use of the Software within the Territory as documented at the support link at http://support.sas.com/techsup, which may be updated from time to time. Customer may obtain additional support services from SAS by executing a separate support agreement for such services and paying applicable additional fees to SAS. It may not be possible for SAS to solve all problems or correct all errors in the Software. From time to time, SAS may make available, and Customer agrees to use reasonable endeavours to install, new releases, updates and corrective code. During ongoing Software development, SAS may add, change or delete individual components or functionality in new releases. Such Software modifications shall be subject to the terms of the Agreement. If Customer chooses not to install the most current release of the Software, the level of technical support may diminish over time. SAS' obligations in this section are subject to the

following: Customer shall: (a) when requesting technical support, notify SAS of any modifications to the Software not made by SAS, or at the direction of SAS; and (b) establish technical contacts with knowledge about the Software and Customer's use of the Software who will be qualified to provide SAS with information necessary for SAS to diagnose and remedy any problems with the Software. Failure to comply with these terms may result in longer response and resolution times.

8. **Payment.**

8.1 Invoices. SAS will invoice Customer upon Customer's execution of a Supplement and prior to each subsequent licence period for any Software licence fees due. Payment terms for all invoices are net thirty (30) days from the date of invoice. Licence fees do not include applicable taxes. SAS will use reasonable endeavours to include all taxes applicable to Customer on the relevant invoice and Customer agrees to pay such taxes to SAS; however, Customer is responsible for taxes on its licensing of the Software. Customer is not responsible for taxes based on SAS' income. Except as otherwise allowed in the Agreement, refunds are not available after the Product Authorisation Code has been provided.

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

8.3 Third Party Payments. Customer may, by written notice to SAS, designate a third party to pay Software licence fees on Customer's behalf. Customer shall be responsible for any related charges assessed by such third party. When a third party is designated by Customer to pay fees under the Agreement, SAS will send its standard notices regarding fees only to such third party, but all payments due under the Agreement will remain Customer's ultimate responsibility.

8.4 Authorised SAS Resellers. For orders of Software placed directly with one of SAS' authorised resellers, (i) these will be explicitly referenced as such on the applicable Supplement; and (ii) any SAS invoicing obligations under this MLA may be undertaken by the authorised reseller, unless or until otherwise notified by SAS; and (iii) Customer shall comply with any payment terms set out in its ordering documentation with such authorised reseller.

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

10. **Limited Warranties and Representations.**

10.1 Warranties by SAS; Remedies.

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

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

refund the then current annual fees received by SAS for the Software at issue during the then-current annual licence period.

10.2 Warranty Disclaimers by SAS. Except as expressly set out in this Agreement, SAS disclaims all warranties and terms, conditions, representations or statements which might have effect between the parties or be incorporated into this Agreement, express or implied (whether by statute, common law or otherwise), including without limitation any implied warranties as to satisfactory quality or fitness for a particular purpose, or arising as a result of custom or usage in the trade or by course of dealing, all of which are hereby excluded to the fullest extent permitted by law. Without limiting the generality of the foregoing, SAS does not warrant or represent that: (i) Customer's use of the Software will result in Customer's compliance, fulfilment or conformity with the laws, rules, regulations, requirements or guidelines of any governmental agency or regulatory authority; or (ii) the Software will operate uninterrupted, or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Customer's business requirements. Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet Customer's individual requirements.

11. **Exclusions of Damages; Limitation of Liability.**

11.1 Exclusions of Damages. Neither Customer, nor SAS shall in any circumstances (other than those referred to in section 11.3) be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise and whether the same arise in tort (including negligence), contract, statute, common law or otherwise): (a) loss of profits (whether actual or anticipated); (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (g) loss of, damage to or corruption of data; or for any special, incidental, indirect or consequential loss or damage howsoever caused (whether or not such loss or damage is covered under sections 11.1(a) to 11.1(g) above). SAS shall not be liable for any claim against Customer by a third party relating to use of the Software, except that SAS shall be responsible for third party claims as set forth in the Indemnification section of this MLA. The parties make these exclusions in consideration of the fees paid for the Software and licences granted under the Agreement.

11.2 Limitation of Liability. The total amount Customer may recover for all claims relating to the Agreement is limited in the aggregate to 125% of the then current annual fees received by SAS for the Software at issue during the relevant annual licence period.

11.3 Applicability. This section does not apply to the indemnification obligations in the Indemnification section of this MLA or to either party's violation of the other's intellectual property rights. The limitations in this section shall apply even if any of the remedies provided in the Limited Warranties and Representations section of this MLA fail of their essential purpose. Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages, so certain provisions of this section may not apply to Customer; however, they apply to the greatest extent permitted by applicable law. Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury caused by the negligence of a party, fraudulent misrepresentation or any other liability which cannot be excluded or limited by applicable law.

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

12.1 Third Party Licensors disclaim all warranties and terms, conditions, representations or statements, express or implied (whether by statute, common law or otherwise), including without

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limitation any implied warranties as to satisfactory quality or fitness for a particular purpose, or arising as a result of custom or usage in the trade or by course of dealing, all of which are hereby excluded to the fullest extent permitted by law. Third Party Licensors provide their software "as is."

12.2 Third Party Licensors are not liable for direct, special, incidental, indirect, or consequential losses or damages (arising in tort, contract or otherwise), or for any claim made against Customer by any party even if they have been informed of the possibility of such damages.

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

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

13. Indemnification. Provided Customer uses the Software consistent with the terms and conditions of the Agreement and complies with this section, SAS will defend and indemnify Customer, as described below, with respect to any claim made against Customer for: (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Software; or (b) bodily injury, death or damage to tangible property, excluding loss of or damage to software or data, arising solely from actions for which SAS is legally responsible. Customer agrees to promptly notify SAS in writing of any such claim, to allow SAS to control the litigation or settlement of any such claim and to cooperate with SAS in the investigation, defense and settlement thereof. SAS shall indemnify Customer by paying for the costs and attorneys' fees Customer incurs at SAS' direction and any judgment finally awarded against Customer or settlement approved by SAS. Customer may participate at Customer's own expense. If such claim in (a) above is made or, in SAS' opinion, is likely to be made, then SAS, at its option, may: (1) modify the Software; (2) obtain rights for Customer to continue using the Software; or (3) terminate the licence for the Software at issue and refund the then-current annual licence fee received by SAS for such Software, but in no event shall termination relieve SAS from its obligation to defend and indemnify Customer as set forth herein. Customer agrees to abide by SAS' decision and, if appropriate, install a different version of the Software or stop using the Software. This indemnification obligation does not apply to the extent: (i) a claim is based on Customer's combination of the Software with other software, or modification to the Software, if such claim would not have been made but for Customer's combination or modification; or (ii) as of the date the claim arose, Customer had not installed the latest version of, or update to, the Software as instructed by SAS prior to such date, if such claim would not have been made if the update or latest version had been installed.

14. Termination; Expiration. SAS or Customer may terminate the Software licence for a breach of the Agreement if not cured within thirty (30) days of the breaching party's receipt of the non-breaching party's written notice. SAS may terminate the Agreement immediately for any violation by Customer of SAS' intellectual property rights. Obligations in the Agreement that by their nature are continuing will survive termination or expiration. Upon termination or non-renewal of each Software licence hereunder, or when a User, Related Entity or disaster recovery contractor is no longer authorised to access the Software, Customer agrees to reclaim, delete, and destroy the Software at issue, along with any related Documentation. Nothing in this section prevents Customer from terminating for convenience in writing, effective at the end of the then current committed licence period.

15. Governing Law; Export and Import Restrictions.

15.1 The laws of England and Wales, excluding choice of law provisions, govern the Agreement and each party hereby submits to the non-exclusive jurisdiction of the English courts in relation to any matter arising out of or in connection with this Agreement. Customer must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

15.2 SAS hereby notifies Customer that because the Software is of United States origin, United States export laws and regulations apply to the Software. Both parties agree to comply with these and other applicable export and import laws and regulations. The parties expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods.

16. General.

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

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

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

16.4 Audit. Upon fifteen (15) business days' notice to Customer, SAS will have the right to conduct an on-site audit during Customer's normal business hours to verify compliance with the terms and conditions of the Agreement. Customer shall cooperate with SAS by: (a) making all applicable records related to Customer's use of the Software at issue available; (b) providing copies of the records requested; and (c) directing all agents to cooperate. All records provided by Customer will be subject to the provisions set out in the section in the Confidential Information Section of this MLA. If the audit reveals that Customer owes additional licence fees, Customer shall pay the amounts owed and SAS' reasonable expenses in conducting the audit.

16.5 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, products and other information held in confidence by the other party (individually or collectively, "Confidential Information"). Confidential Information also shall include all information of either party in tangible or intangible form that is marked or designated as confidential. Customer will not disclose source code or individually-identifiable information under this Agreement unless such disclosure is approved in writing by SAS. Confidential Information also includes the terms and conditions of the Agreement; provided, however, that SAS may report the terms of the Agreement to SAS' licensors solely as required by agreements between SAS and such licensors

The receiving party ("Recipient") shall use the disclosing party's ("Discloser") Confidential Information received in connection with the Agreement only in conjunction with performance of its obligations under the Agreement. Recipient shall not disclose Discloser's Confidential Information received in connection with the Agreement to any third parties unless Discloser gives Recipient its advance written authorisation to do so. This restriction does not apply to information that is: (a) generally available to the public; (b) released by Discloser without restriction; (c) independently developed or acquired by Recipient; (d) known

to the Recipient prior to receipt from Discloser; or (e) revealed pursuant to court order or as required by applicable law, provided that Recipient uses reasonable efforts to promptly notify Discloser of such requirement prior to compliance in order to permit Discloser to seek protection against disclosure. Recipient's obligations of confidentiality hereunder with respect to each item of Discloser's Confidential Information shall continue: (i) in respect of Software, Documentation, and Product Authorisation Codes, for as long as such items remain confidential; and (ii) for all other Confidential Information, for a period of three (3) years from the date of initial disclosure. For the purpose of this section, SAS' parent company, if applicable, subsidiaries and subcontractors shall not be deemed "third parties." The parties may elect in writing to observe the terms in this section when exchanging information in connection with Customer's evaluation of SAS products and services offerings, whether under a Request for Proposal or otherwise.
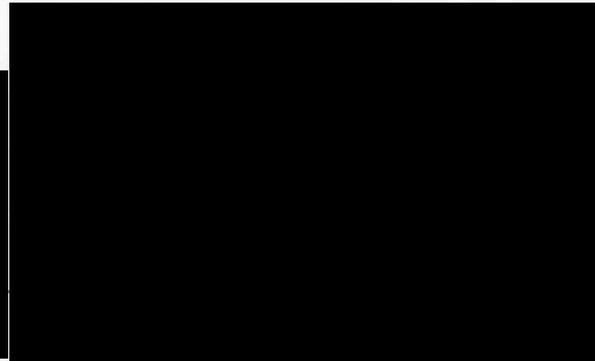
16.6 Injunctive Relief. Breach of SAS' or its licensors' intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, SAS may protect those intellectual property rights through temporary restraining orders or injunctions.

16.7 Contracts (Rights of Third Parties) Act 1999. Except as required for Third Party Licensors to benefit from the section on Third Party Licensor Disclaimers and Limitations of Liability, no term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

17. Complete Agreement; Modifications. The Agreement and invoices arising under it are the parties' complete and exclusive statement relating to their subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of any other party before the signature of this Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. Amendments to the terms of this Agreement must be in writing, signed by both parties, and specifically reference the Agreement. Additional or conflicting terms on current or future Customer or third party purchasing documents are expressly objected to and rejected.

The individuals signing below (whether by hand or by electronic signature system) represent they have authority to bind the named parties to this MLA.

Accepted by:

Date   Date

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