**AMENDMENT No. 2**

**To**

**SUPPLEMENT 20 to**

 **THE MASTER LICENCE**

**AGREEMENT FOR SAS SOFTWARE**

**BETWEEN:**

1. **SAS SOFTWARE LIMITED** (CRN. 01316437), whose registered office address is Redacted (“SAS”); and

1. **THE SECRETARY OF STATE ON BEHALF OF DEPARTMENT FOR WORK & PENSIONS** (CRN. )whose registered office address is Redacted (“Customer”).

**Background:**

1. This is an Amendment to the parties’ agreement to license certain SAS software (the

“Software”) under Supplement 20 (the “Supplement”); and

1. This Amendment effects the parties’ agreement to amend the Supplement as fully described in the terms and conditions set out below.

**IT IS HEREBY AGREED** AS FOLLOWS:

# Interpretation

1.1 Defined terms in the Universal Terms shall, unless the context otherwise requires, have the same meaning in this Amendment. Except as expressly amended herein, the terms of the Universal Terms remain unchanged.

1.2 In the event of any conflict or inconsistency between the terms and conditions of the Universal Terms and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

1.3 This Amendment is deemed to have come into force on 30 December 2022

(notwithstanding the date or dates of signature hereof).

# Amendments to Supplement 20

2.1 The following software shall be added to the Supplement and replace SAS Learning Subscription listed in the Supplement Grid on page 4 of Supplement 20.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Software and Subcomponents | Applicable Pricing Metric, Number of Authorised Units | Operating System | Authorised Hardware (CPU/Server Manufacturer, Model type/Serial No.) | Upgrade Fees  | Licence Beginning Date  | Anniversary Date  |
|  |   |  |  |  | **FOR SAS USE ONLY**  |
| **Software:**  | SAS Premium Learning Subscription  | Unlimited Total Learning Users SAS Training Points (44,600) Training Terms and Conditions  |   |   | See point 2.2  | 30DEC2022  | 30DEC  |

2.2 In consideration, of the upgrade of SAS Learning Subscription to SAS Premium Learning Subscription Customer shall pay Upgrade Fees of £99,999.

2.3 SAS will invoice the Customer for the Upgrade Fees of £99,999 exclusive of VAT for the licence period 30DEC2022 – 29DEC2023 upon receipt of an executed copy of this Amendment. Invoices are due net thirty (30) days from the invoice date.

2.4 For the avoidance of doubt the parties hereby agree that SAS Learning Subscription shall be replaced by SAS Premium Learning Subscription and the Upgrade Fees will be charged in addition to the existing renewal fees of £3,922,003 for the licence period 30DEC2022 – 29DEC2023.

2.5 The fees detailed in this Amendment are pursuant to the continuation of the renewal of Supplement 20.

2.6 Pricing Metrics and Additional Usage Parameters

* **Total Users** - The Fee is based on the total number of Users (not concurrent) who access the Software during the applicable License Period.
* **Training Terms and Conditions –** The Offering is subject to the additional terms available at [https://www.sas.com/training-tc/](https://www.sas.com/training-tc)training-tc1/
	1. This Amendment is governed by and incorporates the Universal Terms:

|  |  |
| --- | --- |
| **Document**  | **Location**  |
| This Amendment  | Not Applicable  |
| SAS Universal Terms  | <https://www.sas.com/universal-terms>/universalterms1/  |

* 1. For clarity, wherever in the incorporate documents is invoked “Order Form” it must be read Amendment No. 2.

Except as herein modified, all terms, provisions and conditions of Supplement 20, the Master Licence Agreement, its amendments thereto and the Universal Terms shall remain in full force and effect.

# Customer

Authorized Signature: /sign\_here1/

Name: /sign Redacted \_name1/

 Title: /sign\_title1/

 Date: /date\_sign1/

# SAS

Authorized Signature: /sign\_here2/

Name: /sign\_ Redacted name2/

 Title: /sign\_title2/

 Date: /date\_sign2/