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**Amendment Number 5
to
Master Price Agreement (Contract No. MHEC-011014)**

WHEREAS, SAS Institute Inc., SAS Campus Drive, Cary, North Carolina, USA 27513 ("SAS") and Midwestern Higher Education Compact ("MHEC"), 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401, previously entered into the above referenced Master Price Agreement (Contract No. MHEC-011014) ("Agreement");

WHEREAS, the term of the Agreement expires November 30, 2021;

WHEREAS, both SAS and MHEC desire to extend the Agreement for one additional year;

WHEREAS, the MHEC governing body, the Midwestern Higher Education Commission, acting through its Executive Committee on June 7, 2021, approved extending the Agreement for one additional year.
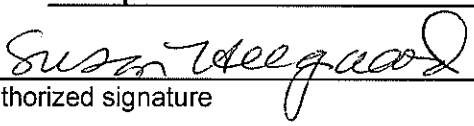
WHEREAS, the parties desire to modify the terms of the above-referenced Agreement in consideration of further benefits to each;

NOW, THEREFORE, the terms of the Agreement specifically state that the Agreement may be amended per agreement by both parties. The parties agree to amend the Agreement as follows:

1. The recitals set forth above are incorporated into this Amendment.

2. The Agreement is extended through November 30, 2022. The term of this Agreement shall commence on November 17, 2014 and expire on November 30, 2022.

3. Except as herein modified, all terms and conditions of the Agreement and any amendments thereto remain in full force and effect. This Amendment represents the parties' complete and exclusive statement on the subject matter herein. Any modifications must be in writing and signed by both parties.

Accepted by:

Customer: **Midwestern Higher Education Compact**	**SAS Institute Inc.**
By ___Susan Heegaard___ Authorized signature	By ___P Clayt___
Susan Heegaard Name (type or print)	§ sas Victoria Clayton Director Licensing Operations SAS Institute Inc.
President Title	Title
On ___January 3, 2022___ Date	On ___December 24, 2021___ Date

SAS® Software for Midwestern Higher Education Compact (MHEC)
Higher Education and K-12 Administrative Use

Effective 01 November 2021

(FTE) Student Enrollment Tiers	Small University		Medium University		Large University	
(per Install, based on Student Enrollment)	**1 - 4,500**	**4,501 - 9,999**	**10,000 - 17,000**	**17,001 - 25,000**	**25,001 -**	**35,000+**
GIDB Quantype	**SMFTE1**	**SMFTE2**	**MEDFTE1**	**MEDFTE2**	**LRGFTE1**	**LRGFTE2**
	Annual Fee	**Annual Fee**	**Annual Fee**	**Annual Fee**	**Annual Fee**	**Annual Fee**
SAS® Office Analytics	3,782	3,895	4,006	4,132	4,257	4,384
[1]SAS® Enterprise Miner™	6,877	8,088	10,120	12,136	14,565	17,476
SAS® Data Management Advanced	24,213	24,941	25,677	26,451	27,232	28,051

SAS® Enterprise Analytics for Education

Non-Distributed; (Single machine in a non-distributed mode (4 core minimum). Price is per installation.

(FTE) Student Enrollment Tiers	Small University		Medium University		Large University	
(per Install, based on Student Enrollment)	**1 - 4,500**	**4,501 - 9,999**	**10,000 - 17,000**	**17,001 - 25,000**	**25,001 -**	**35,000+**
GIDB Quantype	**SMFTE1**	**SMFTE2**	**MEDFTE1**	**MEDFTE2**	**LRGFTE1**	**LRGFTE2**
	Annual Fee	**Annual Fee**	**Annual Fee**	**Annual Fee**	**Annual Fee**	**Annual Fee**
SAS® Enterprise Analytics for Education Advanced	33,366	34,380	35,398	36,461	37,547	38,675

Distrbuted: Unlimited cores option: single machine in a non-distributed mode (4 core minimum) or a blade chassis or database appliance (minimum of both 4 Blades and at least 16 Total Cores - 4x4) in a distributed environment. Price is per installation.

(FTE) Student Enrollment Tiers	Small University		Medium University		Large University	
(per Install, based on Student Enrollment)	**1 - 4,500**	**4,501 - 9,999**	**10,000 - 17,000**	**17,001 - 25,000**	**35,000**	**35,000+**
GIDB Quantype	**SMFTE1**	**SMFTE2**	**MEDFTE1**	**MEDFTE2**	**LRGFTE1**	**LRGFTE2**
SAS® Enterprise Analytics for Education Advanced	39,249	40,444	41,640	42,884	44,166	45,489
OFFER=EPMPP						

SAS® Visual Analytics	Annual Fee
up to 16 total cores	8,321
unlimited cores	19,261
SAS® Visual Statistics	
up to 16 total cores	4,160
unlimited cores	9,631

Up to 16 cores option: single machine in a non-distributed mode (4 core minimum). Price is per installation.

Unlimited cores option: single machine in a non-distributed mode or a blade chassis or database appliance (minimum of both 4 Blades and at least 16 cores - 4x4) in a distributed environment. Price is per installation.

SAS Viya 4.x offerings on next page

SAS® Software (SAS® Viya® 4.x) for Midwestern Higher Education Compact (MHEC)
Higher Education and K-12 Administrative Use

(FTE) Student Enrollment Tiers (based on Student Enrollment)	Small University		Medium University		Large University	
	1 - 4,500	4,501 - 9,999	10,000 - 17,000	17,001 - 25,000	25,001 -	35,000+
GIDB Quantype	SMFTE1	SMFTE2	MEDFTE1	MEDFTE2	LRGFTE1	LRGFTE2
Foundational Offerings	Annual Fee	Annual Fee	Annual Fee	Annual Fee	Annual Fee	Annual Fee
SAS® Visual Analytics[2] - Department[1]	11,429	11,998	12,228	12,843	13,485	14,156
SAS® Visual Analytics[2]	20,774	21,812	22,234	23,345	24,511	25,741
SAS® Visual Statistics[3] - Department	17,148	18,002	18,902	19,847	20,839	21,885
SAS® Visual Statistics[3]	31,166	32,727	34,361	36,077	37,886	39,777
SAS® Visual Machine Learning[4] - Department	32,066	33,672	35,352	37,124	38,978	40,924
SAS® Visual Machine Learning[4]	58,284	61,194	64,251	67,464	70,833	74,376
SAS® Visual Data Science[5] - Department	38,804	40,741	42,779	44,918	47,167	49,526
SAS® Visual Data Science[5]	70,521	74,046	77,745	81,629	85,714	90,001
SAS® Data Science Programming[6] - Department	35,435	37,207	72,421	41,016	43,073	45,221
SAS® Data Science Programming[6]	65,692	68,979	72,421	76,047	79,848	83,841
Specialized Offerings[7]	Annual Fee	Annual Fee	Annual Fee	Annual Fee	Annual Fee	Annual Fee
SAS® Visual Forecasting - Department	28,238	29,651	31,139	32,699	34,333	36,050
SAS® Visual Forecasting	104,826	110,068	115,576	121,360	127,428	133,799
SAS® Visual Text Analytics - Department	17,717	18,608	19,535	20,508	21,536	22,610
SAS® Visual Text Analytics	33,351	35,022	36,775	38,611	40,539	42,568
SAS® Intelligent Decisioning	14,257	14,973	15,725	16,515	17,341	18,204
Single Capability Offerings[8]	Annual Fee	Annual Fee	Annual Fee	Annual Fee	Annual Fee	Annual Fee
SAS® Econometrics - Department	4,416	4,636	4,865	5,113	5,370	5,637
SAS® Econometrics	11,044	11,594	12,173	12,779	13,421	14,091
SAS® Optimization - Department	6,013	6,316	6,628	6,958	7,307	7,674
SAS® Optimization	12,026	12,632	13,265	13,926	14,624	15,358
SAS IML - Department	5,508	5,783	6,077	6,380	6,701	7,041
SAS IML	11,475	12,053	12,659	13,293	13,954	14,651
SAS® Model Manager	2,827	2,965	3,112	3,268	3,433	3,608
SAS® Studio Analyst[9]	1,102	1,157	1,212	1,276	1,340	1,405
For Department rates, Special Offer = DEPT						

SAS® Software for Midwestern Higher Education Compact (MHEC)
Higher Education and K-12 Administrative Use

United States

Education Rates - Administrative

Effective 01 November 2021

US Dollars

Desktop Offerings (per Install) (per Install, *not* based on Student Enrollment)	1 Annual Fee	2 Annual Fee	3-25 (each) Annual Fee	26+ (each) Annual Fee
SAS® Analytics Pro (for Desktop)	1,051	2,101	739	672
SAS® Enterprise Miner™ for Desktop	1,377	2,752	1,026	924
SAS/ACCESS *for Desktops* (each)	574	1,149	401	361
Offer=DESKTOP				

Progressive Rate Table. The fee is calculated by summing the install fees for each set

Fee Calculation Example - Visual Data Discovery
for Desktops Licenses:

5 installs

30 installs

Per Install, *not* based on Student Enrollment	Used for Institutional Research purposes only.
GIDB Quantype	EPAIR
Technology Packages	**Annual Fee**
SAS® Visual Analytics	20,774
SAS® Visual Statistics	31,166
SAS® Machine Learning	58,284
SAS® Visual Data Science	70,521
SAS® Data Science Programming	65,692
Sepcialized Offerings	**Annual Fee**
SAS® Visual Forecasting	104,826
SAS® Visual Text Analytics	33,351
SAS® Intelligent Decisioning	14,257
Single Capability Offerings	**Annual Fee**
SAS® Econometrics	11,044
SAS® Optimization	12,026
SAS IML	11,475
SAS® Model Manager	2,827
SAS® Studio Analyst	1,102

FEETYPE=U | Fees are per product, per Install

PRCLASS=ADMIN

CUSTCLAS=MHEC

For Department rates, Special Offer = DEPT

Price is per installation.

See the Pricing Policy for release and host availability and all other licensing requirements.

Administrative use is limited to activities associated with Customer's operations as an academic institution. Software licensed for Administrative use may only be used by Customer's employees.

Note[1] Department means the Software may be accessed and used only by Users for the purposes of administrative activities, that are in a single business unit within the school, such as Accounting, Finance, Budget office, etc.

Note[2] *SAS Visual Analytics* includes the following software: SAS Visual Analytics, SAS Visual Analytics Add-in for Office, All Access (on Viya), SAS Data Preparation, SAS/CONNECT, SAS Text Analytics Language for English.

Note[3] *SAS Visual Statistics* includes SAS Visual Analytics + Visual Statistics, SAS/QC

Note[4] *Visual Machine Learning* includes the following software: SAS Visual Analytics, SAS Visual Statistics, SAS Visual Data Mining and Machine Learning, SAS Studio Analyst, SAS Model Manager, SAS/QC.

Note[5] *SAS Visual Data Science* includes the following software: SAS Visual Analytics, SAS Visual Statistics, SAS Visual Machine Learning, SAS Visual Forecasting, SAS Econometrics, SAS Optimization, SAS IML, SAS Visual Text Analytics, SAS Text Languages (all as available), SAS e-Learning modules (as applicable).

Note[6] No other offerings are supported on the same site as SAS Data Science Programming. Targeted to data scientists who prefer a programming-only approach to access SAS analytical capabilities.

Note[7] Includes SAS Visual Analytics. No pre-requisites required.

Note[8] Single Capability Add-ons require a pre-requisite of a Foundational offering or Single Capability offering.

Note[9] Includes unlimited SAS Studio Analyst users.

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Amendment Number 4
to
Master Price Agreement (Contract No. MHEC-011014)

WHEREAS, SAS Institute Inc., SAS Campus Drive, Cary, North Carolina, USA 27513 ("SAS") and Midwestern Higher Education Compact ("MHEC"), 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401, previously entered into the above referenced Master Price Agreement (Contract No. MHEC-011014) ("Agreement");

WHEREAS, the initial term of the Agreement expired on November 30, 2017 and contemplates that the Agreement can be renewed for up to four (4) additional one-year terms;

WHEREAS, the parties desire to modify the terms of the above-referenced Agreement in consideration of further benefits to each;

NOW, THEREFORE, notwithstanding any provisions to the contrary contained in the Agreement, the parties hereby agree as follows:

1. The recitals set forth above are incorporated into this Amendment.

2. Pursuant to Section 5 of the Agreement, the parties hereby agree to modify the Agreement to reinstate the Agreement and to extend the termination date to November 30, 2021, unless otherwise terminated pursuant to the terms of this Agreement.

3. The first two pages of Exhibit A to the Agreement are deleted in their entirety and replaced with the attached Exhibit, which is included with this Amendment.

4. Except as herein modified, all terms and conditions of the MLA, the Services Supplement and any amendments thereto remain in full force and effect. This Amendment represents the parties' complete and exclusive statement on the subject matter herein. Any modifications must be in writing and signed by both parties.

Accepted by:

Customer: **Midwestern Higher Education Compact**

By _Susan Heegaard_
Authorized signature

Susan Heegaard
Name (type or print)

President
Title

On __12/19/19__
Date

SAS Institute Inc.

By _V. P. Clayton_

S.sas Victoria Clayton
Director
Licensing Operations
SAS Institute Inc.

Title

On __January 23, 2020__
Date

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LEGAL

§.sas | THE POWER TO KNOW.

SAS® Software for Midwestern Higher Education Compact (MHEC)
Higher Education and K-12 Administrative Use

Effective 01 January 2020

(FTE) Student Enrollment Tiers (per Install, based on Student Enrollment)	Product Code	Small University				Medium University				Large University			
		1 - 4,500		4,501 - 9,999		10,000 - 17,000		17,001 - 25,000		25,001 - 35,000		35,000+	
GIDB Quantype		SMFTE1		SMFTE2		MEDFTE1		MEDFTE2		LRGFTE1		LRGFTE2	
		FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF
SAS® Office Analytics	OFFANLYT	5,562	2,781	5,729	2,863	5,890	2,946	6,075	3,039	6,260	3,131	6,446	3,224
SAS® Enterprise Miner™	ENTMIN	9,907	5,160	11,655	6,067	14,603	7,581	17,483	9,105	20,981	10,928	25,177	13,112
SAS® Data Management Advanced	DMISVRADV	38,357	16,429	39,511	16,923	40,664	17,428	41,890	17,953	43,116	18,489	44,414	19,045
SAS® Data Management Standard	DMISVRSTD	32,445	13,905	33,454	14,327	34,464	14,760	35,473	15,203	36,555	15,656	37,636	16,130

SAS® Enterprise Analytics for Education

Non-Distributed: (Single machine in a non-distributed mode (4 core minimum). Price is per installation.

(FTE) Student Enrollment Tiers (per Install, based on Student Enrollment)	Product Code	Small University				Medium University				Large University			
		1 - 4,500		4,501 - 9,999		10,000 - 17,000		17,001 - 25,000		25,001 - 35,000		35,000+	
GIDB Quantype		SMFTE1		SMFTE2		MEDFTE1		MEDFTE2		LRGFTE1		LRGFTE2	
SAS® Enterprise Analytics for Education Advanced	DMAVAEG	56,090	21,022	57,795	21,661	59,493	22,310	61,281	22,979	63,094	23,669	64,989	24,380
SAS® Enterprise Analytics for Education Standard	DMSVAEG	49,333	18,499	50,874	19,065	52,406	19,642	53,947	20,229	55,595	20,837	57,243	21,465

Distributed: Unlimited cores option: single machine in a non-distributed mode (4 core minimum) or a blade chassis or database appliance (minimum of both 4 Blades and at least 16 Total Cores - 4x4) in a distributed environment. Price is per installation.

(FTE) Student Enrollment Tiers (per Install, based on Student Enrollment)	Product Code	Small University				Medium University				Large University			
		1 - 4,500		4,501 - 9,999		10,000 - 17,000		17,001 - 25,000		25,001 - 35,000		35,000+	
GIDB Quantype		SMFTE1		SMFTE2		MEDFTE1		MEDFTE2		LRGFTE1		LRGFTE2	
SAS® Enterprise Analytics for Education Advanced	DMAVAEG	65,978	24,730	67,988	25,482	69,982	26,244	72,075	27,027	74,218	27,841	76,442	28,675
SAS® Enterprise Analytics for Education Standard	DMSVAEG	59,221	22,207	61,067	22,887	62,896	23,577	64,742	24,277	66,719	25,008	68,697	25,760

OFFER-EPMPP

SAS® Visual Analytics	Product Code	FYF	RYF
up to 16 total cores	VISANLYT	13,349	5,562
unlimited cores	VISANLYT	30,900	12,875
SAS® Visual Statistics			
up to 16 total cores	VISTAT	6,674	2,781
unlimited cores	VISTAT	15,450	6,438

Up to 16 cores option: single machine in a non-distributed mode (4 core minimum). Price is per installation.

Unlimited cores option: single machine in a non-distributed mode or a blade chassis or database appliance (minimum of both 4 Blades and at least 16 cores - 4x4) in a distributed environment. Price is per installation.

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SAS® Software (on SAS® Viya™) for Midwestern Higher Education Compact (MHEC)
Higher Education and K-12 Administrative Use

(FTE) Student Enrollment Tiers (based on Student Enrollment)		Small University				Medium University				Large University			
	Product Code	1 - 4,500		4,501 - 9,999		10,000 - 17,000		17,001 - 25,000		25,001 - 35,000		35,000+	
GIDB Quantype		SMFTE1		SMFTE2		MEDFTE1		MEDFTE2		LRGFTE1		LRGFTE2	
		FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF
SAS® Visual Analytics (on SAS Viya) - Department[4]	VYSAYLTS	13,596	6,798	14,276	7,138	14,999	7,498	15,740	7,869	16,519	8,261	17,347	8,673
SAS® Visual Analytics (on SAS Viya)	VYSAYLTS	24,720	12,360	25,956	12,978	27,254	13,627	28,613	14,307	30,035	15,017	31,537	15,769
SAS® Visual Statistics (on SAS Viya) - Department	STATYSTCS	9,066	4,532	9,517	4,759	9,993	4,996	10,487	5,243	11,000	5,500	11,557	5,778
SAS® Visual Statistics (on SAS Viya)	STATYSTCS	24,924	12,463	26,185	13,091	27,501	13,751	28,879	14,441	30,325	15,162	31,846	15,924
SAS® Visual Data Mining and Machine Learning[1] - Department	MLRNING	20,598	10,300	21,630	10,815	22,724	11,361	23,855	11,927	25,048	12,525	#N/A	#N/A
SAS® Visual Data Mining and Machine Learning[1]	MLRNING	103,002	51,500	108,150	54,075	113,570	56,784	119,255	59,627	125,207	62,603	131,467	65,735
SAS® Visual Forecasting - Department	VFORECAST	20,598	10,300	21,630	10,815	22,724	11,361	23,855	11,927	25,048	12,525	26,308	13,153
SAS® Visual Forecasting	VFORECAST	103,002	51,500	108,150	54,075	113,570	56,784	119,255	59,627	125,207	62,603	131,467	65,735
SAS® Visual Text Analytics - Department	VTXTANLYT	4,110	2,055	4,236	2,118	4,356	2,178	4,482	2,241	4,602	2,301	4,758	2,379
SAS® Visual Text Analytics	VTXTANLYT	8,220	4,110	8,448	4,224	8,712	4,356	8,964	4,482	9,240	4,620	9,516	4,758
SAS/CONNECT® (on SAS Viya)	CCONNECT	1,848	927	1,910	958	1,971	989	2,033	1,020	2,107	1,051	2,169	1,082
SAS/ACCESS® Interface to... (on SAS Viya)[2]	CACCxxxx	1,848	927	1,910	958	1,971	989	2,033	1,020	2,107	1,051	2,169	1,082
SAS® Text Analytics Languages[3]	TANLYTxxx	309	155	309	155	309	155	309	155	309	155	309	155
For Department rates, Special Offer = DEPT													

Per Install, not based on Student Enrollment		Used for Institutional Research purposes only	
GIDB Quantype		EPAIR	
Technology Packages	Product Code	FYF	RYF
SAS® Visual Analytics (on SAS Viya)	VYSAYLTS	24,720	12,360
Optional Additional Software		FYF	RYF
SAS® Visual Statistics (on SAS Viya)	STATYSTCS	24,924	12,463
SAS® Data Mining and Machine Learning	MLRNING	103,002	51,500
SAS® Visual Forecasting	VFORECAST	103,002	51,500
SAS® Visual Text Analytics	VTXTANLYT	8,220	4,110
SAS/CONNECT® (on SAS Viya)	CCONNECT	1,848	927
SAS/ACCESS® Interface to... (on SAS Viya)	CACCxxxx	1,848	927
SAS® Text Analytics Languages[3]	TANLYTxxx	309	155

FEETYPE=U | Fees are per product, per install
PRCLASS=ADMIN
CUSTCLAS=MHEC
For Department rates, Special Offer = DEPT
Price is per installation.

EXHIBIT A
SEE ATTACHED

§.sas | THE POWER TO KNOW.

SAS® Software for Midwestern Higher Education Compact (MHEC)
Higher Education and K-12 Administrative Use

For Internal Use Only

United States

Education Rates - Administrative

Effective 01 January 2020

US Dollars

Desktop Offerings (per Install)		1		2		3-25 (each)		26+ (each)	
(per install, not based on Student Enrollment)	Product Code	FYF	RYF	FYF	RYF	FYF	RYF	FYF	RYF
SAS® Analytics Pro (for Desktop)	PERSANL	1,545	773	3,090	1,545	1,082	546	989	494
SAS® Enterprise Miner™ for Desktop	ENTMINDT	1,990	1,030	3,974	2,060	1,391	814	1,255	731
SAS/ACCESS for Desktops (each)	See Note 3	803	443	1,607	886	562	309	507	278
Other-DESKTOP									

Progressive Rate Table. The fee is calculated by summing the install fees for each set of installs in each rate range.

Fee Calculation Example - Visual Data Discovery for Desktops
Licenses:

5 installs Fee=2-install rate + (3-25 install rate * 3)

30 installs Fee=2-install rate + (3-25 install rate * 23) + (26+-install rate * 5)

Service Offerings		Small University		Medium University		Large University	
(FTE) Student Enrollment Tiers	No Product Code	1 - 9,999		10,000 - 25,000		25,001+	
(based on Student Enrollment)		Year 1	Year 2+	FYF	RYF	FYF	RYF
SAS Rapid Analytical Data Model Service[6]		379,500	43,500	612,500	43,500	837,450	43,500
SAS Collegiate Sports Analytics Service[8] - one-time fee		50,000					
SAS Application Support Program Service[7] - Annual fee		59,450	59,450	78,900	78,900	99,500	99,500

See the Pricing Policy for release and host availability and all other licensing requirements.

Administrative use is limited to activities associated with Customer's operations as an academic institution. Software licensed for Administrative use may only be used by Customer's employees.

Note [1] Includes SAS Text Analytics Language for English (on SAS Viya) and a choice of one additional Text Analytics Language (on SAS Viya.) Additional languages may be licensed separately as optional additional software for additional

Note [2] Currently available SAS/ACCESS offerings (on SAS Viya)

Note [3] Currently available SAS Text Analytics Languages (on SAS Viya)

Note [4] Department means the Software may be accessed and used only by Users for the purposes of administrative activities, that are in a single business unit within the school, such as Accounting, Finance, Budget office, etc.

EXHIBIT A
SEE ATTACHED

Note [5] Service that requires licenses of SAS Data Management Advanced, SAS Visual Data Mining and Machine Learning, SAS Visual Analytics (on SAS Viya), SAS Visual Statistics (on SAS Viya), and Office Analytics. This service is consulting to provide prebuilt data management processes, data visualization prebuilt reports, and analytical models for student, HR and Finance.

Note [6] Service for ticket, donor, and fan optimization and does not require SAS software to be licensed. This is a stand alone service for a one-time fee.

Note [7] Service for remote SAS application layer services for technical administration of the customer's SAS Software solutions. Rates are annual fees.

EDU0045

12/4/2019

SSaS

Amendment Number 3
to
Master Price Agreement (Contract No. MHEC-011014)

WHEREAS, SAS Institute Inc., SAS Campus Drive, Cary, North Carolina, USA 27513 ("SAS") and Midwestern Higher Education Compact ("MHEC"), 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401, previously entered into the above referenced Master Price Agreement (Contract No. MHEC-011014) ("Agreement");

WHEREAS, the initial term of the Agreement expires on November 30, 2017 and contemplates that the Agreement can be renewed for up to four (4) additional one-year terms;

WHEREAS, the parties desire to modify the terms of the above-referenced Agreement in consideration of further benefits to each;

NOW, THEREFORE, notwithstanding any provisions to the contrary contained in the Agreement, the parties hereby agree as follows:

1. The recitals set forth above are incorporated into this Amendment.

2. Pursuant to Section 5 of the Agreement, the parties hereby agree to modify the Agreement to extend the termination date to November 30, 2019. This Agreement may be mutually renewed for two (2) additional one (1) year terms unless terminated pursuant to the terms of this Agreement.

3. Except as herein modified, all terms and conditions of the MLA, the Services Supplement and any amendments thereto remain in full force and effect. This Amendment represents the parties' complete and exclusive statement on the subject matter herein. Any modifications must be in writing and signed by both parties.

Accepted by:

Customer:	**Midwestern Higher Education Compact**	**SAS Institute Inc.**

By _Susan Heegaard_   By _Kel Farrell_
Authorized signature   Authorized signature

Susan G. Heegaard

Name (type or print)

§.sas. Kevin Farrell
Senior Manager
Licensing Operations
SAS Institute Inc.

President

Title   Title

On _12/5/18_   On November 30, 2018
Date   Date

100.40.LBF050/30NOV18

SSAS.

<div align="center">

Amendment Number 2
to
Master Price Agreement (Contract No. MHEC-011014)

</div>

WHEREAS, SAS Institute Inc., SAS Campus Drive, Cary, North Carolina, USA 27513 ("SAS") and Midwestern Higher Education Compact ("MHEC"), 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401, previously entered into the above referenced Master Price Agreement (Contract No. MHEC-011014) (as amended, the "Agreement");

WHEREAS, MHEC originally entered into separate agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, the SREB Member States and the WICHE Member States access to MHEC's Technology Initiative contracts, including the Agreement; and

WHEREAS, MHEC has also entered into a separate agreement with the New England Board of Higher Education (NEBHE) and desires to allow NEBHE Member States to access MHEC's Technology Initiative contracts, including the Agreement; and

WHEREAS, MHEC desires to add NEBHE Member States to the Agreement; and

WHEREAS, the parties desire to modify the terms of the above-referenced Agreement in consideration of further benefits to each;

NOW, THEREFORE, notwithstanding any provisions to the contrary contained in the Agreement, the parties hereby agree as follows:

1. The recitals set forth above are incorporated into this Amendment.

2. Section 1, Subsection 2 of the Agreement shall be deleted in its entirety and replaced with the following:

> **2. Eligible Organizations:** This Master Agreement shall be the framework under which Eligible Organizations can acquire licensed Software and acquire Services from Vendor, as defined in 1.10 Software and 1.8 Services below. Eligible Organizations shall include:
>
> > a. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
> > b. All K-12 schools and school districts located in a Member State, NEBHE Member State, SREB Member State or a WICHE Member State;
> > c. All state government education agencies and their departments of a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
> > d. Eligible Organizations located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, NEBHE, SREB or WICHE respectively, will no longer be eligible to license Software or acquire Services pursuant to this Master Agreement.

Termination by any Member State, NEBHE Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Vendor from negotiating or contracting with such Member State, NEBHE Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Vendor in writing of the termination of any membership in MHEC, NEBHE, SREB or WICHE. If any Member State, NEBHE Member State, SREB Member State or WICHE Member State so terminates its membership, such termination shall not affect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Vendor if other states join MHEC, NEBHE, SREB or WICHE after which such states shall be deemed to be a Member State, NEBHE Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.

3. The following shall be added as a new Subsection 13 to Section 1:

13. NEBHE Member State: refers to any state that is a member, or an affiliate member, of the New England Board of Higher Education ("NEBHE"). For purposes of this Master Agreement the current NEBHE Member States are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.

4. Except as herein modified, all terms and conditions of the Agreement, and any amendments thereto remain in full force and effect. This Amendment represents the parties' complete and exclusive statement on the subject matter herein. Any modifications must be in writing and signed by both parties.

Accepted by:

Customer: Midwestern Higher Education Compact	**SAS Institute Inc.**
By _____	By _____
Authorized signature	Authorized signature
Larry Isaak	**S.sas.** Kevin Farrell
Name (type or print)	Senior Manager
President	Licensing Operations
Title	SAS Institute Inc.
On 4-2-18	Title
Date	On April 13, 2018
	Date

100.40.LBF015/28MAR18

SSAS

Amendment Number 1
to
Master Price Agreement (Contract No. MHEC-011014)

WHEREAS, SAS Institute Inc., SAS Campus Drive, Cary, North Carolina, USA 27513 ("SAS") and Midwestern Higher Education Compact ("MHEC"), 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401, previously entered into the above referenced Master Price Agreement (Contract No. MHEC-011014) ("Agreement");

WHEREAS, the initial term of the Agreement expires on November 30, 2017 and contemplates that the Agreement can be renewed for up to four (4) additional one-year terms;

WHEREAS, the parties desire to modify the terms of the above-referenced Agreement in consideration of further benefits to each;

NOW, THEREFORE, notwithstanding any provisions to the contrary contained in the Agreement, the parties hereby agree as follows:

1. The recitals set forth above are incorporated into this Amendment.

2. Pursuant to Section 5 of the Agreement, the parties hereby agree to modify the Agreement to extend the termination date to November 30, 2018. This Agreement may be mutually renewed for three (3) additional one (1) year terms unless terminated pursuant to the terms of this Agreement.

3. The first two pages of Exhibit A to the Agreement are deleted in their entirety and replaced with the attached Exhibit A, which is included with this Amendment.

4. Except as herein modified, all terms and conditions of the MLA, the Services Supplement and any amendments thereto remain in full force and effect. This Amendment represents the parties' complete and exclusive statement on the subject matter herein. Any modifications must be in writing and signed by both parties.

Accepted by:

Customer: **Midwestern Higher Education Compact**	**SAS Institute Inc.**
By _(signature)_	By _(signature)_
Authorized signature	Authorized signature
Larry Isaak	SSAS Kevin Farrell / Senior Manager / Licensing Operations / SAS Institute Inc.
Name (type or print)	
President	
Title	Title
On 11-27-17	On December 7, 2017
Date	Date

100.40.LBF035.2/16NOV17

CN - Various, Sites - Various
COMIT# 947303 - ACJ

Tier 1

MHEC Participants Only	University	Small1	Small1	Small2	Small2	Medium1	Medium1	Medium2	Medium2	Large1	Large1	Large2	Large2
Full Time Enrollment (FTE)		1-4,500	1-4,500	4,501-9,999	4,501-9,999	10K-17K	10K-17K	17,001-25K	17,001-25K	25K-35K	25K-35K	35K and Over	35K and Over
Tier 1: Foundation Analytics	Number of Installs	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee
SAS Analytics Pro (PC) - Includes Base, Stat, Graph, Enterprise Guide	1	$ 1,500.00	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 750.00
	2	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00
	3-25 (each)	$ 1,050.00	$ 530.00	$ 1,050.00	$ 530.00	$ 1,050.00	$ 530.00	$ 1,050.00	$ 530.00	$ 1,050.00	$ 530.00	$ 1,050.00	$ 530.00
	26+ (each)	$ 960.00	$ 480.00	$ 960.00	$ 480.00	$ 960.00	$ 480.00	$ 960.00	$ 480.00	$ 960.00	$ 480.00	$ 960.00	$ 480.00
SAS Access Engine of Choice	1	$ 780.00	$ 430.00	$ 780.00	$ 430.00	$ 780.00	$ 430.00	$ 780.00	$ 430.00	$ 780.00	$ 430.00	$ 780.00	$ 430.00
	2	$ 1,560.00	$ 860.00	$ 1,560.00	$ 860.00	$ 1,560.00	$ 860.00	$ 1,560.00	$ 860.00	$ 1,560.00	$ 860.00	$ 1,560.00	$ 860.00
	3-25 (each)	$ 546.00	$ 300.00	$ 546.00	$ 300.00	$ 546.00	$ 300.00	$ 546.00	$ 300.00	$ 546.00	$ 300.00	$ 546.00	$ 300.00
	26+ (each)	$ 492.00	$ 270.00	$ 492.00	$ 270.00	$ 492.00	$ 270.00	$ 492.00	$ 270.00	$ 492.00	$ 270.00	$ 492.00	$ 270.00
SAS Office Analytics (Server - Includes Base, Stat, Graph, Enterprise Guide, Add In for Microsoft Office, Access to PCFF and ODBC)	1 install unlimited users	$ 5,400.00	$ 2,700.00	$ 5,562.00	$ 2,780.00	$ 5,718.00	$ 2,860.00	$ 5,898.00	$ 2,950.00	$ 6,078.00	$ 3,040.00	$ 6,258.00	$ 3,130.00

Tier 2

MHEC Participants Only	University	Small	Small	Small2	Small2	Medium	Medium	Medium2	Medium2	Large1	Large1	Large2	Large2
Full Time Enrollment (FTE)		FTE Under 10k	FTE Under 10k	4,501-9,999	4,501-9,999	FTE 10k to 15k	FTE 10k to 15k	17,001-25K	17,001-25K	FTE 25k and Over	FTE 25k and Over	35K and Over	35K and Over
Tier 2: Predictive Analytics	Number of Installs	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee
SAS Analytics Pro (PC) + SAS Enterprise Miner	1	$ 3,432.00	$ 1,750.00	$ 3,432.00	$ 1,750.00	$ 3,432.00	$ 1,750.00	$ 3,432.00	$ 1,750.00	$ 3,432.00	$ 1,750.00	$ 3,432.00	$ 1,750.00
	2	$ 6,858.00	$ 3,500.00	$ 6,858.00	$ 3,500.00	$ 6,858.00	$ 3,500.00	$ 6,858.00	$ 3,500.00	$ 6,858.00	$ 3,500.00	$ 6,858.00	$ 3,500.00
	3-25 (each)	$ 2,400.00	$ 1,320.00	$ 2,400.00	$ 1,320.00	$ 2,400.00	$ 1,320.00	$ 2,400.00	$ 1,320.00	$ 2,400.00	$ 1,320.00	$ 2,400.00	$ 1,320.00
	26+ (each)	$ 2,178.00	$ 1,190.00	$ 2,178.00	$ 1,190.00	$ 2,178.00	$ 1,190.00	$ 2,178.00	$ 1,190.00	$ 2,178.00	$ 1,190.00	$ 2,178.00	$ 1,190.00
SAS Office Analytics (Server) + SAS Enterprise Miner	1 install unlimited users	$ 15,018.00	$ 7,710.00	$ 16,878.00	$ 8,670.00	$ 19,866.00	$ 10,220.00	$ 22,872.00	$ 11,790.00	$ 26,448.00	$ 13,650.00	$ 30,702.00	$ 15,860.00

Tier 3

MHEC Participants Only	University	Small	Small	Small2	Small2	Medium	Medium	Medium2	Medium2	Large1	Large1	Large2	Large2
Full Time Enrollment (FTE)		FTE Under 10k	FTE Under 10k	4,501-9,999	4,501-9,999	FTE 10k to 15k	FTE 10k to 15k	17,001-25K	17,001-25K	FTE 25k and Over	FTE 25k and Over	35K and Over	35K and Over
Tier 3: Enterprise Analytics - Add On Products	Number of Installs	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee
*SAS Data Management Standard, Data Management Advanced and SAS Visual Analytics													
SAS Data Management Standard	1 install unlimited users	$ 31,500.00	$ 13,500.00	$ 32,480.00	$ 13,910.00	$ 33,460.00	$ 14,330.00	$ 34,440.00	$ 14,760.00	$ 35,490.00	$ 15,200.00	$ 36,540.00	$ 15,660.00
SAS Data Management Advanced	1 install unlimited users	$ 37,240.00	$ 15,950.00	$ 38,360.00	$ 16,430.00	$ 39,480.00	$ 16,920.00	$ 40,670.00	$ 17,430.00	$ 41,860.00	$ 17,950.00	$ 43,120.00	$ 18,490.00
SAS Visual Analytics	1 install 16 cores single machine non-distributed environment, unlimited users	$ 12,960.00	$ 5,400.00	$ 12,960.00	$ 5,400.00	$ 12,960.00	$ 5,400.00	$ 12,960.00	$ 5,400.00	$ 12,960.00	$ 5,400.00	$ 12,960.00	$ 5,400.00
SAS Visual Analytics	1 install unlimited cores multiple machine distributed environment, unlimited users	$ 30,000.00	$ 12,500.00	$ 30,000.00	$ 12,500.00	$ 30,000.00	$ 12,500.00	$ 30,000.00	$ 12,500.00	$ 30,000.00	$ 12,500.00	$ 30,000.00	$ 12,500.00
SAS Visual Statistics	1 install 16 cores single machine non-distributed environment, unlimited users	$ 6,480.00	$ 2,700.00	$ 6,480.00	$ 2,700.00	$ 6,480.00	$ 2,700.00	$ 6,480.00	$ 2,700.00	$ 6,480.00	$ 2,700.00	$ 6,480.00	$ 2,700.00
SAS Visual Statistics	1 install unlimited cores multiple machine distributed environment, unlimited users	$ 15,000.00	$ 6,250.00	$ 15,000.00	$ 6,250.00	$ 15,000.00	$ 6,250.00	$ 15,000.00	$ 6,250.00	$ 15,000.00	$ 6,250.00	$ 15,000.00	$ 6,250.00

* Note: the fees for SAS Data Management Standard and SAS Visual Analytics are to be added to produce final fees

** all fees represent production environment, test/development fees are 25% of the listed first year fees and 25% of the listed renewal fees

MHEC Participants Only	University	Small	Small	Small2	Small2	Medium	Medium	Medium2	Medium2	Large1	Large1	Large2	Large2
	Full Time Enrollment (FTE)	FTE Under 10k	FTE Under 10k	4,501-9,999	4,501-9,999	FTE 10k to 15k	FTE 10k to 15k	17,001-25K	17,001-25K	FTE 25k and Over	FTE 25k and Over	35K and Over	35K and Over
Tier 3: Enterprise Analytics Bundle	Number of Installs	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee
*SAS Enterprise Analytics for Education Standard (Includes Office Analytics, Data Management Standard and Visual Analytics)	1 install 16 cores single machine non-distributed environment, unlimited users	$ 47,896.00	$ 17,960.00	$ 49,392.00	$ 18,510.00	$ 50,880.00	$ 19,070.00	$ 52,376.00	$ 19,640.00	$ 53,976.00	$ 20,230.00	$ 55,576.00	$ 20,840.00
*SAS Enterprise Analytics for Education Advanced (Includes Office Analytics, Data Management Advanced and Visual Analytics)	1 install 16 cores single machine non-distributed environment, unlimited users	$ 54,456.00	$ 20,410.00	$ 56,112.00	$ 21,030.00	$ 57,760.00	$ 21,660.00	$ 59,496.00	$ 22,310.00	$ 61,256.00	$ 22,980.00	$ 63,096.00	$ 23,670.00
*SAS Enterprise Analytics for Education Standard (Includes Office Analytics, Data Management Standard and Visual Analytics)	1 install unlimited cores multiple machine distributed environment, unlimited users	$ 57,496.00	$ 21,560.00	$ 59,288.00	$ 22,220.00	$ 61,064.00	$ 22,890.00	$ 62,856.00	$ 23,570.00	$ 64,776.00	$ 24,280.00	$ 66,696.00	$ 25,010.00
*SAS Enterprise Analytics for Education Advanced (Includes Office Analytics, Data Management Advanced and Visual Analytics)	1 install unlimited cores multiple machine distributed environment, unlimited users	$ 64,056.00	$ 24,010.00	$ 66,008.00	$ 24,740.00	$ 67,944.00	$ 25,480.00	$ 69,976.00	$ 26,240.00	$ 72,056.00	$ 27,030.00	$ 74,216.00	$ 27,840.00

* Pricing for the Software listed will be updated Annually. Estimated Renewal Fees set forth are the estimated fee related to the first renewal period following the initial license term.

** all fees represent production environment, test/development fees are 25% of the listed first year fees and 25% of the listed renewal fees

MHEC Participants Only	University	Small1	Small1	Small2	Small2	Medium1	Medium1	Medium2	Medium2	Large1	Large1	Large2	Large2
	Full Time Enrollment (FTE)	1-4,500	1-4,500	4,501-9,999	4,501-9,999	10K-17K	10K-17K	17,001-25K	17,001-25K	25K-35K	25K-35K	35K and Over	35K and Over
Tier 3: SAS® Software (on SAS® Viya™) for Education	Number of Installs	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee
Technology Packages													
SAS® Visual Analytics (on SAS Viya) - Department[4]	1	$ 13,200.00	$ 6,600.00	$ 13,860.00	$ 6,930.00	$ 14,562.00	$ 7,280.00	$ 15,282.00	$ 7,640.00	$ 16,038.00	$ 8,020.00	$ 16,842.00	$ 8,420.00
SAS® Visual Analytics (on SAS Viya)	1	$ 24,000.00	$ 12,000.00	$ 25,200.00	$ 12,600.00	$ 26,460.00	$ 13,230.00	$ 27,780.00	$ 13,890.00	$ 29,160.00	$ 14,580.00	$ 30,618.00	$ 15,310.00
Optional Additional Software													
SAS® Visual Statistics (on SAS Viya) - Department[4]	1	$ 8,802.00	$ 4,400.00	$ 9,240.00	$ 4,620.00	$ 9,702.00	$ 4,850.00	$ 10,182.00	$ 5,090.00	$ 10,680.00	$ 5,340.00	$ 16,038.00	$ 5,610.00
SAS® Visual Statistics (on SAS Viya)	1	$ 24,198.00	$ 12,100.00	$ 25,422.00	$ 12,710.00	$ 26,700.00	$ 13,350.00	$ 28,038.00	$ 14,020.00	$ 29,442.00	$ 14,720.00	$ 29,160.00	$ 15,460.00
SAS® Visual Data Mining and Machine Learning[1] - Department[4]	1	$ 19,998.00	$ 10,000.00	$ 21,000.00	$ 10,500.00	$ 22,062.00	$ 11,030.00	$ 23,160.00	$ 11,580.00	$ 24,318.00	$ 12,160.00	$ 25,542.00	$ 12,770.00
SAS® Visual Data Mining and Machine Learning[1]	1	$ 100,002.00	$ 50,000.00	$ 105,000.00	$ 52,500.00	$ 110,262.00	$ 55,130.00	$ 115,782.00	$ 57,890.00	$ 121,560.00	$ 60,780.00	$ 127,638.00	$ 63,820.00
SAS® Visual Forecasting - Department[4]	1	$ 19,998.00	$ 10,000.00	$ 21,000.00	$ 10,500.00	$ 22,062.00	$ 11,030.00	$ 23,160.00	$ 11,580.00	$ 24,318.00	$ 12,160.00	$ 25,542.00	$ 12,770.00
SAS® Visual Forecasting	1	$ 100,002.00	$ 50,000.00	$ 105,000.00	$ 52,500.00	$ 110,262.00	$ 55,130.00	$ 115,782.00	$ 57,890.00	$ 121,560.00	$ 60,780.00	$ 127,638.00	$ 63,820.00
SAS/CONNECT® (on SAS Viya)	1	$ 1,794.00	$ 900.00	$ 1,854.00	$ 930.00	$ 1,914.00	$ 960.00	$ 1,974.00	$ 990.00	$ 2,046.00	$ 1,020.00	$ 2,106.00	$ 1,050.00
SAS/ACCESS® Interface to... (on SAS Viya)[2]	1	$ 1,794.00	$ 900.00	$ 1,854.00	$ 930.00	$ 1,914.00	$ 960.00	$ 1,974.00	$ 990.00	$ 2,046.00	$ 1,020.00	$ 2,106.00	$ 1,050.00
SAS® Text Analytics Languages[3]	1	$ 300.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00	$ 150.00

Tier 3: Per Install, not based on Student Enrollment (on SAS® Viya™) For Institutional Research Usage Only	First Year Fee	Estimated Renewal Fee
Technology Packages		
SAS® Visual Analytics (on SAS Viya)	$ 24,000.00	$ 12,000.00
Optional Additional Software		
SAS® Visual Statistics (on SAS Viya)	$ 24,198.00	$ 12,100.00
SAS® Visual Forecasting	$ 100,002.00	$ 50,000.00
SAS/CONNECT® (on SAS Viya)	$ 1,794.00	$ 900.00
SAS/ACCESS® Interface to... (on SAS Viya)[2]	$ 1,740.00	$ 900.00
SAS® Text Analytics Languages[3]	$ 300.00	$ 150.00

Note 1: Includes SAS Text Analytics Language for English (on SAS Viya) and a choice of one additional Text Analytics Language (on SAS Viya.) Additional languages may be licensed separately as optional additional software for additional fees.
Note 2: Currently available SAS/ACCESS Engines (on SAS Viya).
Note 3: Currently available SAS Text Analytics Languages (on SAS Viya).
Note 4: Department means the Software may be accessed and used only by Users for the purposes of administrative activities, that are in a single business unit within the school, such as Accounting, Finance, Budget office, etc.

Tier 1: SAS offers professional services as needed for the installation and configuration of any software sold to Eligible Participants as part of this agreement. The typical hourly rate for these Level 1 professional services is $150/hr. plus any necessary travel expenses. The system requirements are located at: http://support.sas.com/resources/sysreq/.

Tier 2: SAS offers professional services as needed for the installation and configuration of any software sold to Eligible Participants as part of this agreement. The typical hourly rate for these Level 2 professional services is $175/hr. plus any necessary travel expenses. The system requirements are located at: http://support.sas.com/resources/sysreq/.

Tier 3: SAS offers professional services as needed for the installation and configuration of any software sold to Eligible Participants as part of this agreement. The typical hourly rate for these Level 3 professional services is $200/hr. plus any necessary travel expenses. In addition, SAS offers hardware sizing services at no cost to the eligible participants that will provide documentation detailing the recommended hardware sizing for the software. The procurement, installation, and configuration of any required hardware is the responsibility of the Eligible Participants.

SAS software not listed on this exhibit are available for license by Eligible Organizations by contacting their SAS representative and requesting a quote.

MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMPACT
AND
SAS INSTITUTE, INC.
EFFECTIVE NOVEMBER 17, 2014 through NOVEMBER 30, 2017

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, on behalf of the Eligible Organizations located in the MHEC member states, and SAS Institute Inc. (hereinafter Vendor) 100 SAS Campus Drive Cary, NC 27515-2414. For purposes of this Master Agreement MHEC and Vendor are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative the purpose of which is to identify, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the SREB Member States and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, Vendor offers certain quality technology related products; and

Whereas, MHEC conducted a competitive bid process for statistical software and related services and upon completion of the competitive process awarded a bid to Vendor; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Vendor agree as follows:

1. **Definitions:**
    1. **Documentation:** refers to the Software documentation made available by Vendor to Procuring Eligible Organization upon licensing Software.
    2. **Eligible Organizations:** This Master Agreement shall be a framework for the general program under which MHEC will make aware to Eligible Organizations the ability to acquire licensed Software and acquire Services from Vendor, as defined in 1.10 Software and 1.8 Services below. Eligible Organizations shall include:
        a. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, SREB Member State or WICHE Member State;
        b. All K-12 schools and school districts located in a Member State, SREB Member State or a WICHE Member State;
        c. All state government education agencies and their departments of a Member State, SREB Member State or WICHE Member State;
        d. Eligible Organizations located in a Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, SREB or WICHE respectively, will no longer be eligible to license Software or acquire Services pursuant to this Master Agreement. Termination by any Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Vendor from negotiating or contracting with such Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Vendor in writing of the termination of any membership in MHEC, SREB or WICHE. If any Member State, SREB Member State or WICHE Member State so terminates its membership, such termination shall not effect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Vendor if other states join MHEC, SREB or WICHE after which such states shall be deemed to be a Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.

    3. **Member State:** refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact ("MHEC"). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.

    4. **Order:** refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Software and/or Services from Vendor pursuant to this Master Agreement.

5. **Price Agreement**: refers to an indefinite quantity contract which requires Vendor to offer Software and Services to a Procuring Eligible Organization that issues a valid Order document.

6. **Procuring Eligible Organization**: refers to an Eligible Organization which desires to purchase under this Master Agreement and has placed an Order.

7. **Product List**: refers to the complete list of Software and the corresponding prices for such Software made available to Eligible Organizations under this Master Agreement. The Product List is set forth as Exhibit A and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.

8. **Services:** refers to the services offered by Vendor under this Master Agreement including: pre-sales assessment, installation and implementation assistance, and training.

9. **Services List:** refers to the complete list of Services and the corresponding prices for those Services made available for purchase by Eligible Organizations under this Master Agreement. The Services List contains an item number, item description and the maximum price for each Service. Where travel is necessary to perform the Services, additional reasonable costs may be levied. The Services List is set forth as Exhibit A and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.

10. **Software**: refers to the SAS Institute Inc. software Vendor makes available for license to Eligible Organizations at the pricing set forth in this Master Pricing Agreement as described on the Product List on Exhibit A.

11. **SREB Member State:** refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board ("SREB"). For purposes of this Master Agreement the current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

12. **WICHE Member State:** refers to any state that is a member, or an affiliate member, of the Western Interstate Commission for Higher Education ("WICHE"). For purposes of this Master Agreement the current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States.

2. Scope of Offering:

Procuring Eligible Organizations shall acquire from Vendor, and Vendor shall furnish Software and/or Services to Procuring Eligible Organizations in accordance with the pricing set forth in this Master Agreement. All Eligible Organizations are qualified to

acquire Software and/or Services under this pricing set forth in this Master Agreement, including those Eligible Organizations that have existing agreements with Vendor. This Master Agreement is a Price Agreement. Accordingly, Vendor shall provide Software and Services at the pricing set forth in this Master Pricing Agreement upon execution of a Master License Agreement between Vendor and Eligible Organizations (to the extent a Master License Agreement is not already in place) and the execution of a related Software Supplement or Services Supplement (the Master License Agreement together with the related Software Supplement or Services Supplement shall be hereinafter referred to as the "Required Contracting Documents". Forms of the Required Contracting Documents are attached hereto). Orders may be issued to license any Software listed on the Product List or to acquire any Services listed on the Services List. A Procuring Eligible Organization may license any quantity of Software or acquire any quantity of Services listed in Vendor's Product List and Service List at the prices stated therein. Vendor and Eligible Organization may negotiate quantity discounts below the Products and Services List price(s) when software is being licensed on a system or statewide basis, when a Eligible Organization is entering into a multi-year contract or when additional SAS Software not listed on the Product List is being licensed along with Software listed on the Product List. Vendor is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. MHEC shall not be liable for any Eligible Organization that issues an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that issues its own Order under this Master Agreement.

3. **Ordering Process:**

   A. **Products**: Procuring Eligible Organization shall acquire license(s) from Vendor for the Software listed on the Product List at the pricing available under this Master Agreement by delivering to Vendor an Order and executing the Required Contracting Documents. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Software that Procuring Eligible Organization desires to license; (iii) the price of the Software in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement Contract No.: MHEC-011014. Upon receipt of the Order, Vendor will provide Procuring Eligible Organization with the Required Contracting Documents. The Software will be licensed to the Procuring Eligible Organization upon the execution of the Required Contracting Documents in a form mutually agreed to by the Vendor and the Procuring Eligible Organization.

   B. **Services**: Procuring Eligible Organization shall purchase Services from Vendor at the prices available under this Master Agreement by delivering to Vendor an Order and executing the Required Contracting Documents. The Order should include (i) Procuring Eligible Organization by name and address; (ii) the description of the Service(s) that Procuring Eligible Organization desires Vendor

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or Reseller to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement Contract No.: MHEC-011014. Upon receipt of the Order, Vendor will provide Procuring Eligible Organization with the Required Contracting Documents. The Services will be provided to the Procuring Eligible Organization upon the execution of the Required Contracting Documents in a form mutually agreed to by the Vendor and the Procuring Eligible Organization.

C. No substitutions or cancellations are permitted without approval of the Procuring Eligible Organization. Nothing in this Section precludes any agreements for the use of electronic purchase orders.

D. Vendor will accept a purchasing card for order placement in addition to accepting a purchase order.

4. Quantity Guarantee:

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain Software and Services from other sources during the term of the Master Agreement.

5. Master Agreement Term:

This Master Agreement shall be effective on November 17, 2014 and shall remain in effect until November 30, 2017 or unless otherwise terminated pursuant to the terms of the Master Agreement. The Master Agreement may be mutually renewed for four (4) additional one-year terms unless terminated pursuant to the terms of this agreement.

6. Order of Precedence:

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Vendor may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws and regulations. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Vendor. In the event of any conflict among these documents, the following order of precedence shall apply:

    A. Executed addendum between Eligible Organization and Vendor
    B. The terms and conditions of this Master Agreement
    C. Exhibits to this Master Agreement

7. Payment Provisions:

A. **Acceptance of Software:** Except as may be provided in any warranty included in the Required Contracting Documents (as hereinafter defined), Software may not

be returned by Eligible Organization following receipt and acceptance shall occur upon receipt of the product authorization code.

B. **Payment of Invoice.** Invoices shall be submitted to the Procuring Eligible Organization in accordance with the Required Contracting Documents. Payments shall be remitted to Vendor at the address shown on the invoice. Payment shall be tendered to Vendor within thirty (30) days of the date of the invoice in accordance with the Required Contracting Documents. The Procuring Eligible Organization shall make a good faith effort to pay within thirty (30) days after the date of the invoice. Procuring Eligible Organization will pay no more than the maximum rate allowed by law, rule, regulation or court order on any payment beyond thirty (30) days after the date of invoice.

C. **Dispute Notice.** Procuring Eligible Organization shall notify Vendor of any billing discrepancies or disputes about an invoice within ten (10) days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice.

D. **Partial Shipment**. In the event an order is shipped physically or virtually incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Vendor unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.

E. **Payment of Taxes**. The prices listed under this Master Agreement do not include, and Procuring Eligible Organization shall be responsible for, any and all applicable taxes and/or duties assessed against or payable by Vendor in connection with the sale of Software and Services, except for taxes imposed upon Vendor's net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

8. **Shipping:**

Vendor shall ship the Products physically or virtually F.O.B. destination. Title to Software shall at all times remain with Vendor. Risk of loss or damage to the Software shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization.

9. **Product Delivery:**

Unless otherwise agreed to by Procuring Eligible Organization and Vendor, Vendor agrees to deliver Software to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order or in accordance with the Required Contracting Documents.

10. **Price Guarantees:**

Procuring Eligible Organization shall pay the lower of the prices contained in the Product and Service list or a negotiated price between such Procuring Eligible Organization and Vendor. Vendor shall not sell Software or Services to Eligible Organizations at prices

higher than those awarded via this Master Agreement and in instances where this provision is applied, this Master Agreement shall be referenced in the Vendor's quote.

11. Product List:

Vendor agrees to maintain the Product List in accordance with the following provisions:

A. The Product List prices for all Software will conform to the Product List provided to MHEC and set forth as Exhibit A. Except as set forth in Section 10, "Price Guarantees", the discount price set forth in the Product List shall not increase during the initial twelve (12) months of the Master Agreement. Thereafter, prices are subject to change with thirty (30) days prior written notice to MHEC. The year-over-year price increase on the Product List, if any, will not exceed the year-over-year percentage of 5%.

B. Vendor shall add new product(s) to the Product List at Vendor's discretion. The pricing for all new Products shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the Parties.

C. Vendor will delete obsolete and discontinued Software from the Product List on a timely basis.

D. Vendor shall update the Product List annually in January of each contract year and such pricing will be applicable for the period of January 1 – December 31 of such contract year. The updated Product List will be attached to and incorporated into this Agreement.

E. Failure to comply with the requirements in this Section 11, "Product List," will be grounds for action to be taken against Vendor, including termination.

12. Services:

Vendor agrees to maintain the Services List in accordance with the following provisions:

A. The Services List prices for all Services will conform to the Services List provided to MHEC and set forth as Exhibit A. Except as set forth in Section 10, "Price Guarantees", the price set forth in the Services List shall not increase during the initial twelve (12) months of the Master Agreement. Thereafter, prices are subject to change with thirty (30) days prior written notice to MHEC. The year-over-year price increase on the Product List, if any, will not exceed the year-over-year percentage of 5%.

B. Vendor shall update the Services List annually in January of each contract year and such pricing will be applicable for the period of January 1 – December 31 of such contract year. The updated Services List will be attached to and incorporated into this Agreement.

C. Failure to comply with the requirements in this Paragraph 11, "Product List," will be grounds for action to be taken against Vendor, including termination.

13. License:

Procuring Eligible Organization shall use all licensed Software in accordance with terms of the Required Contracting Document. Vendor and Procuring Eligible Organization shall enter into Required Contracting Documents in substantially the forms attached hereto, subject to the mutual agreement of the parties.

14. Warranties:

A. Software: Vendor will provide the warranty for the Software as described in the Required Contracting Documents attached hereto.
B. Services: Vendor will provide the warranty for its Services as described in the Required Contracting Documents attached hereto.

15. Termination:

A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Vendor ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after it has been issued. At any time, Vendor may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Vendor of obligations incurred as a result of Orders placed under the terms of this Master Agreement.

B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.

C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto.

D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights to continue to license the Software in accordance with the Required Contracting Documents provided the pricing for any subsequent renewal period following expiration or termination of this Master Agreement will be subject to the mutual agreement of the parties. In the event this Master Agreement expires or is terminated for any reason, Vendor will continue to provide Services pursuant to Required Contracting Documents executed prior to the termination.

16. Non-Appropriation:

This provision applies only to Eligible Organizations which are governmental entities.

The terms of this Master Agreement and any Order issued for multiple years pursuant this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Eligible Organization may terminate its Services or the license to the Software if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Vendor and shall be final and binding. A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Vendor a notice of its Governing Body's decision not to appropriate funds for the fees for the subsequent fiscal year. The notice shall also include a statement that the Software or Service will not be replaced by a similar product during the ensuing fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future fees related to the license or services following termination. However, all outstanding invoices from Vendor will be paid by the Procuring Eligible Organization. This section shall survive termination or expiration of this Master Agreement, regardless of the reason, and shall be construed for the benefit of Procuring Eligible Organizations.

17. Records and Audit:

Vendor agrees to maintain detailed billing and invoicing records pertaining to the price of Services rendered and Software licensed under this Master Agreement for a period of six (6) years from the date of each Order. These records shall be subject to inspection by Eligible Organization and appropriate governmental authorities with Eligible Organization's state. The Eligible Organization shall have the right to audit billings either before or after payment. Payment for the license of the Software or payment for the Services shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments. For clarification purposes, Eligible Organizations shall be considered third party beneficiaries under this section. This section shall survive

termination or expiration of this Master Agreement, regardless of the reason, and shall be construed for the benefit of Procuring Eligible Organizations.

18. Independent Contractor:

Vendor and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Vendor has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

19. Patent, Copyright, Trademark and Trade Secret Indemnification:

Vendor will indemnify and defend an Eligible Organization from a claim copyright, patent, trade secret or other intellectual property rights violation relating to the Software in accordance with the terms of the Resulting Contracting Documents, a form of which is attached as Exhibit B hereto. Vendor will defend and indemnify MHEC, as described below, with respect to any claim made against MHEC for copyright, patent, trade secret or other intellectual property rights violation relating to the Software or Services. MHEC agrees to promptly notify Vendor in writing of any such claim, to allow Vendor to control the litigation or settlement of any such claim and to cooperate with Vendor in the investigation, defense and settlement thereof. Vendor shall indemnify MHEC by paying for the costs and attorneys' fees MHEC incurs at Vendor's direction and any judgment finally awarded against MHEC or settlement approved by Vendor. MHEC may participate at MHEC's own expense. If such claim described above is made or, in Vendor's opinion, is likely to be made, then Vendor, at its option, may: (1) modify the Software; (2) obtain rights for Eligible Organization to continue using the Software; or (3) terminate the license to Eligible Organization for the Software at issue and refund the then-current annual license fee paid for such Software, but in no event shall termination relieve Vendor from its obligation to defend and indemnify MHEC as set forth herein. MHEC 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 Eligible Organization's combination of the Software with other software, or modification to the Software, if such claim would not have been made but for Eligible Organization's combination or modification; or (ii) as of the date the claim arose, Eligible Organization 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.

20. Indemnification:

Vendor will indemnify and defend Eligible Organizations, with respect to claims related to bodily injury, death or damage to tangible property in accordance with the terms of the Resulting Contracting Documents, forms of which are attached hereto. Vendor will

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defend and indemnify MHEC, as described below, with respect to any claim made against MHEC for bodily injury, death or damage to tangible property, excluding loss of or damage to software or data, arising solely from actions for which Vendor is legally responsible. MHEC agrees to promptly notify Vendor in writing of any such claim, to allow Vendor to control the litigation or settlement of any such claim and to cooperate with Vendor in the investigation, defense and settlement thereof. Vendor shall indemnify MHEC by paying for the costs and attorneys' fees MHEC incurs at Vendor's direction and any judgment finally awarded against MHEC or settlement approved by MHEC. MHEC may participate at MHEC's own expense.

21. Limitation of Liability:

Vendor liability for damages related to the license of Software or provision of Services to an Eligible Organization shall be limited as agreed to in the Resulting Contracting Documents, forms of which are attached as Exhibit B hereto. Vendor shall not be liable to MHEC for any damages related to this Master Pricing Agreement in excess of $500,000. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement. Neither Vendor, MHEC nor any Eligible Organization shall be liable for any special, indirect, incidental, consequential, punitive or reliance damages arising out of or relating to this Master Agreement, whether the claim alleges tortuous conduct (including negligence) or any other legal theory.

22. Confidentiality:

Vendor and Eligible Organization will include mutually agreeable confidentiality provisions in the Required Contracting Documents related to the performance of Services.

23. FERPA (and Other Privacy Laws):

Vendor will agree to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and other state and federal privacy laws in the Required Contracting Documents to the extent applicable to the Services being performed.

24. Amendments:

Except as provided for in Section 11, "Product List"; Section 12, "Services"; Section 10 "Price Guarantee" this Master Agreement shall only be amended by written instrument executed by the Parties.

25. Scope of Agreement:

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

26. Invalid Term or Condition:

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement:

A Party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

28. Equal Opportunity Compliance:

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor resulting from this Master Agreement. If Vendor is found to be not in compliance with these requirements during the life of this Master Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

29. Compliance with Law:

The Parties shall comply with all applicable laws and governmental regulations, which by their terms, apply to their performance pursuant to this Master Agreement.

30. Applicable Law:
  A. This Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
  B. As between Eligible Organization and Vendor, Orders will be construed in accordance with, and its performance governed by the laws of the state identified in the Required Contracting Documents. Venue for all legal proceedings arising out of an Order, or breach thereof, shall be as set forth in the Required Contracting Documents.

31. Conflict of Interest:

Vendor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of under this Master Agreement.

32. Assignment:

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Vendor from employing a subcontractor in carrying out its obligations under this Master Agreement. Vendor's use of such subcontractors will not release Vendor from its obligations under this Master Agreement.

33. Survival:

Software licenses and service agreements, and non-disclosure agreements that were entered into pursuant to this Master Agreement shall survive this Master Agreement.

34. Notification:

Between the Parties: Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

TO MHEC:	TO VENDOR For Eligible Organizations in Iowa, Indiana, Kansas, Michigan, Missouri, Nebraska, South Dakota and Wisconsin:
Name: Nathan Jay Sorensen	Name: Missi Poynter
Address:	Address: SAS Institute Inc.
105 Fifth Avenue South, Suite 450	SAS Campus Drive
Minneapolis, Minnesota 55401	Cary, North Carolina 27513
Email: Nathans@mhec.org	Email: Missi.Poynter@sas.com
Fax: 612-767-3353	Fax:
TO VENDOR for Eligible Organizations in Illinois and Minnesota:	**TO VENDOR for Eligible Organizations In North Dakota and Ohio:**
Name: Courtney Verska	Name: Scott MacConnell
Address: SAS Institute Inc.	Address: SAS Institute Inc.
SAS Campus Drive	SAS Campus Drive
Cary, North Carolina 27513	Cary, North Carolina 27513
Email: Courtney.Verska@sas.com	Email: Scott.MacConnell@sas.com
Fax:	Fax:

35. Administrative Reporting and Fees

On a quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Vendor will, in a timely manner, make available to MHEC reports and information generated by this Master Agreement, including but not limited to state-by-state and institution-by-institution information on sales volume and volume savings. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one fourth of one percent (0.25%) of the net Product and Service sales for that quarter period (the "Fee"). MHEC, from time to time and at its sole discretion, may change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the fee may also require a change in the Product List and Service List price.

36. MHEC Not Liable For Eligible Participants:

MHEC is not liable to Vendor or any other entities for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order.

37. Announcements and Publicity:

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Vendor will not make any representations of MHEC's (or an Eligible Organization's) opinion or position as to the quality of effectiveness of the Software, supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization).

38. Marketing:

Vendor will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials, and a full service on-line MHEC-specific web site to receive information on Software, Services and prices and to place Orders.

39. Oversight Committee:

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Vendor in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely Software and services; and to advise Vendor on the effectiveness of its implementation progression. There will be an annual meeting between Vendor and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

40. Force Majeure:

Neither Vendor nor MHEC shall be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its
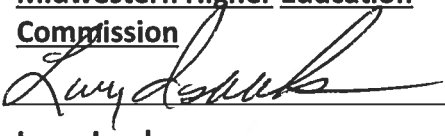
reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

41. Sovereign Immunity:

Notwithstanding anything to the contrary in this Master Agreement or Order made pursuant to this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State to the Eligible Organization.

42. Miscellaneous:

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties. The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	Midwestern Higher Education Commission	**SAS Institute Inc.**
Signature:	*Larry Isaak* (signature)	*Kel Farrell* (signature)
Name:	**Larry Isaak**	
Title:	**President**	Kevin Farrell Manager Contracts Administration SAS INSTITUTE INC.
	Midwest Higher Education	
Address:	**105 Fifth Avenue South, Suite 450**	
	Minneapolis, Minnesota, 55401	SAS Campus Drive, Cary, NC 27513
Date:	November 17, 2014	November 12, 2014

100.50.CCC088.7/07NOV14

Exhibit A – Product and Services List

Tier 1: Foundation Analytics — MHEC Participants Only

University Full Time Enrollment (FTE) / Number of Installs	Small1 1-4,500 First Year Fee	Small1 Estimated Renewal Fee	Small2 4,501-9,999 First Year Fee	Small2 Estimated Renewal Fee	Medium1 10K-17K First Year Fee	Medium1 Estimated Renewal Fee	Medium2 17,001-25K First Year Fee	Medium2 Estimated Renewal Fee	Large1 25K-35K First Year Fee	Large1 Estimated Renewal Fee	Large2 35K and Over First Year Fee	Large2 Estimated Renewal Fee
SAS Analytics Pro (PC) - Includes Base, Stat, Graph, Enterprise Guide												
1	1,500.00	750.00	1,500.00	750.00	1,500.00	750.00	1,500.00	750.00	1,500.00	750.00	1,500.00	750.00
2	3,000.00	1,500.00	3,000.00	1,500.00	3,000.00	1,500.00	3,000.00	1,500.00	3,000.00	1,500.00	3,000.00	1,500.00
3-25 (each)	1,050.00	530.00	1,050.00	530.00	1,050.00	530.00	1,050.00	530.00	1,050.00	530.00	1,050.00	530.00
26+ (each)	960.00	480.00	960.00	480.00	960.00	480.00	960.00	480.00	960.00	480.00	960.00	480.00
SAS Access Engine of Choice												
1	780.00	430.00	780.00	430.00	780.00	430.00	780.00	430.00	780.00	430.00	780.00	430.00
2	1,560.00	860.00	1,560.00	860.00	1,560.00	860.00	1,560.00	860.00	1,560.00	860.00	1,560.00	860.00
3-25 (each)	546.00	300.00	546.00	300.00	546.00	300.00	546.00	300.00	546.00	300.00	546.00	300.00
26+ (each)	492.00	270.00	492.00	270.00	492.00	270.00	492.00	270.00	492.00	270.00	492.00	270.00
SAS Office Analytics (Server - includes Base, Stat, Graph, Enterprise Guide, Add in for Microsoft Office, Access to PCFF and ODBC) — 1 install unlimited users	5,400.00	2,700.00	5,562.00	2,780.00	5,718.00	2,860.00	5,898.00	2,950.00	6,078.00	3,040.00	6,258.00	3,130.00

Tier 2: Predictive Analytics — MHEC Participants Only

University Full Time Enrollment (FTE) / Number of Installs	Small FTE Under 10k First Year Fee	Small Estimated Renewal Fee	Small2 4,501-9,999 First Year Fee	Small2 Estimated Renewal Fee	Medium FTE 10k to 15k First Year Fee	Medium Estimated Renewal Fee	Medium2 17,001-25K First Year Fee	Medium2 Estimated Renewal Fee	Large1 FTE 25k and Over First Year Fee	Large1 Estimated Renewal Fee	Large2 35K and Over First Year Fee	Large2 Estimated Renewal Fee
SAS Analytics Pro (PC) + SAS Enterprise Miner												
1	3,432.00	1,750.00	3,432.00	1,750.00	3,432.00	1,750.00	3,432.00	1,750.00	3,432.00	1,750.00	3,432.00	1,750.00
2	6,858.00	3,500.00	6,858.00	3,500.00	6,858.00	3,500.00	6,858.00	3,500.00	6,858.00	3,500.00	6,858.00	3,500.00
3-25 (each)	2,400.00	1,320.00	2,400.00	1,320.00	2,400.00	1,320.00	2,400.00	1,320.00	2,400.00	1,320.00	2,400.00	1,320.00
26+ (each)	2,178.00	1,190.00	2,178.00	1,190.00	2,178.00	1,190.00	2,178.00	1,190.00	2,178.00	1,190.00	2,178.00	1,190.00
SAS Office Analytics (Server) + SAS Enterprise Miner — 1 install unlimited users	15,018.00	7,710.00	16,878.00	8,670.00	19,866.00	10,220.00	22,872.00	11,790.00	26,448.00	13,650.00	30,702.00	15,860.00

Tier 3: Enterprise Analytics - Add On Products — MHEC Participants Only

*SAS Data Management Standard, Data Management Advanced and SAS Visual Analytics

University Full Time Enrollment (FTE) / Number of Installs	Small FTE Under 10k First Year Fee	Small Estimated Renewal Fee	Small2 4,501-9,999 First Year Fee	Small2 Estimated Renewal Fee	Medium FTE 10k to 15k First Year Fee	Medium Estimated Renewal Fee	Medium2 17,001-25K First Year Fee	Medium2 Estimated Renewal Fee	Large1 FTE 25k and Over First Year Fee	Large1 Estimated Renewal Fee	Large2 35K and Over First Year Fee	Large2 Estimated Renewal Fee
SAS Data Management Standard — 1 install unlimited users	31,500.00	13,500.00	32,480.00	13,910.00	33,460.00	14,330.00	34,440.00	14,760.00	35,490.00	15,200.00	36,540.00	15,660.00
SAS Data Management Advanced — 1 install unlimited users	37,240.00	15,950.00	38,360.00	16,430.00	39,480.00	16,920.00	40,670.00	17,430.00	41,860.00	17,950.00	43,120.00	18,490.00
SAS Visual Analytics — 1 install 16 cores single machine non-distributed environment, unlimited users	12,960.00	5,400.00	12,960.00	5,400.00	12,960.00	5,400.00	12,960.00	5,400.00	12,960.00	5,400.00	12,960.00	5,400.00
SAS Visual Analytics — 1 install unlimited cores multiple machine distributed environment, unlimited users	30,000.00	12,500.00	30,000.00	12,500.00	30,000.00	12,500.00	30,000.00	12,500.00	30,000.00	12,500.00	30,000.00	12,500.00

* note the fees for SAS Data Management Standard and SAS Visual Analytics are to be added to produce final fees

** all fees represent production environment, test/development fees are 25% of the listed first year fees and 25% of the listed renewal fees

Exhibit A – Product and Services List

MHEC Participants Only	University	Small	Small	Small2	Small2	Medium	Medium	Medium2	Medium2	Large1	Large1	Large2	Large2
	Full Time Enrollment (FTE)	FTE Under 10k	FTE Under 10k	4,501-9,999	4,501-9,999	FTE 10k to 15k	FTE 10k to 15k	17,001-25K	17,001-25K	FTE 25k and Over	FTE 25k and Over	35K and Over	35K and Over
Tier 3: Enterprise Analytics Bundle	Number of Installs	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee	First Year Fee	Estimated Renewal Fee
SAS Enterprise Analytics for Education Standard (Includes Office Analytics, Data Management Standard and Visual Analytics)	1 install 16 cores single machine non-distributed environment, unlimited users	$47,896.00	$17,960.00	$49,392.00	$18,510.00	$50,880.00	$19,070.00	$52,376.00	$19,640.00	$53,976.00	$20,230.00	$55,576.00	$20,840.00
SAS Enterprise Analytics for Education Advanced (Includes Office Analytics, Data Management Advanced and Visual Analytics)	1 install 16 cores single machine non-distributed environment, unlimited users	$54,456.00	$20,410.00	$56,112.00	$21,030.00	$57,760.00	$21,660.00	$59,496.00	$22,310.00	$61,256.00	$22,980.00	$63,096.00	$23,670.00
SAS Enterprise Analytics for Education Standard (Includes Office Analytics, Data Management Standard and Visual Analytics)	1 install unlimited cores multiple machine distributed environment, unlimited users	$57,496.00	$21,560.00	$59,288.00	$22,220.00	$61,064.00	$22,890.00	$62,856.00	$23,570.00	$64,776.00	$24,280.00	$66,696.00	$25,010.00
SAS Enterprise Analytics for Education Advanced (Includes Office Analytics, Data Management Advanced and Visual Analytics)	1 install unlimited cores multiple machine distributed environment, unlimited users	$ 64,056.00	$ 24,010.00	$ 66,008.00	$ 24,740.00	$ 67,944.00	$ 25,480.00	$ 69,976.00	$ 26,240.00	$ 72,056.00	$ 27,030.00	$ 74,216.00	$ 27,840.00
** all fees represent production environment, test/development fees are 25% of the listed first year fees and 25% of the listed renewal fees													

* Pricing for the Software listed will be updated Annually. Estimated Renewal Fees set forth are the estimated fee related to the first renewal period following the initial license term.

Level 1: SAS offers professional services as needed for the installation and configuration of any software sold to Eligible Participants as part of this agreement. The typical hourly rate for these Level 1 professional services is $150/hr plus any necessary travel expenses. The system requirements are located at: http://support.sas.com/resources/sysreq/

Level 2: SAS offers professional services as needed for the installation and configuration of any software sold to Eligible Participants as part of this agreement. The typical hourly rate for these Level 2 professional services is $175/hr plus any necessary travel expenses. The system requirements are located at: http://support.sas.com/resources/sysreq/

Level 3: SAS offers professional services as needed for the installation and configuration of any software sold to Eligible Participants as part of this agreement. The typical hourly rate for these Level 3 professional services is $200/hr, plus any necessary travel expenses. In addition, SAS offers hardware sizing services at no cost to the eligible participants that will provide documentation detailing the recommended hardware sizing for the software. The procurement, installation, and configuration of any required hardware is the responsibility of the Eligible Participants.

SAS software not listed on this exhibit are available for license by Eligible Organizations by contacting their SAS representative and requesting a quote.

Exhibit A – Product and Services List

SAS Academic Training Points

Prepay this amount	Get this many SAS Training Points	Price per Point	Savings
$2,940	7,350	$0.40	60%
$6,000	15,000	$0.40	60%
$12,080	30,200	$0.40	60%
$17,740	44,350	$0.40	60%
$24,000	60,000	$0.40	60%
$31,200	78,000	$0.40	60%
$67,600	169,000	$0.40	60%
$100,000	250,000	$0.40	60%

S.sas

Master License Agreement Number_____

Master License Agreement
(MHEC Form)

	Customer Name: ("**Customer**")
SAS Institute Inc. ("**SAS**") World Headquarters SAS Campus Drive • Cary, North Carolina 27513 Tel: (919) 677 8000 • Fax: (919) 677 4444 http://www.sas.com	Street Address:
	City, County, State, Country, Zip Code:
	Taxpayer ID Number:

1. Agreement Structure.

1.1 MLA; Supplements; Conflicts. SAS and Customer enter into this Master License Agreement ("**MLA**") in North Carolina as of the last date of signing. Customer and its Related Entities, as defined below, may license SAS® software ("**Software**") or may acquire services ("**Services**") 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 license of Software listed on the applicable Supplement and related on-line documentation made available by SAS with each license of the Software ("**Documentation**") or Customer's acquisition of Services listed on the applicable Supplement. In the event of a conflict between this MLA and a Supplement, the applicable Supplement shall prevail with respect to the Software licensed or Services acquired thereunder.

1.2 Related Entities. A Related Entity may license Software or acquire Services by signing a Supplement referencing this MLA and paying the applicable Software license fees or Services 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 purposes of that Supplement. One Customer may not access a different Customer's licensed Software even though the Supplements reference this same MLA. 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 License Grant. SAS grants Customer a nonexclusive, nontransferable, nonassignable license 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 Authorized Hardware configuration described in the applicable Supplement. Software usage shall be limited to the license scope restrictions described in this MLA and additional license scope restrictions, if any, described in the applicable Supplement. Customer may use the Documentation solely in support of its authorized and licensed usage of the Software. The license is an annual license renewed at the mutual agreement of the parties. Renewal is accomplished by SAS sending an invoice for the applicable Software license 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 Authorized Hardware provided Customer allows such access only through a secure remote connection to Customer's Authorized Hardware, as defined in the Authorized Hardware subsection of this MLA. Upon 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 license 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 Authorized Hardware for up to a total of three (3) months during each annual license period.

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2.5 Authorized Hardware; Multi-Tier Configurations; Installations; Operating Systems.

2.5.1 Authorized Hardware. "**Authorized Hardware**" is the computer hardware on which Customer is authorized to install and use the Software, as described in the applicable Supplement. Except as otherwise provided in the Territory subsection of this MLA, all Authorized Hardware must be located in the Territory. If the Authorized Hardware is personal computer hardware, the Authorized 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 Authorized 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 Authorized Hardware. Customer must notify SAS of changes to any Authorized Hardware listed on a Supplement. Customer may not share its usage of the Software by allowing other parties to time-share Customer's Authorized Hardware.

2.5.2 Installations. Unless otherwise set forth in a Supplement, each Software license 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 Authorized Hardware or on the number of items of Authorized 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 Authorized 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 Authorization 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 license 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.** License 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 license. Prior to any license renewal period, SAS may propose pricing metric changes.

4. **Product Authorization Code.** The "**Product Authorization Code**" is a component of the Software that enables the Software to operate for the applicable annual license period. Customer may allow Users to access only Software licensed to Customer for which Customer receives a Product Authorization Code. Customer shall not allow Users to install or attempt to use other SAS software contained on media received from SAS. At each new license period, or if required as a result of changes in Authorized Hardware or Software, Customer must apply a new Product Authorization Code to keep the Software operating. SAS is not required to provide the Product

Authorization Code if Customer is in breach of the Agreement or has not paid any undisputed amounts due under the Agreement. SAS is not liable for damages caused by the resulting Software interruption. Customer may allow only Users to access the Product Authorization Code. Customer acknowledges and agrees that the Product Authorization 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 authorized 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 authorized. 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 license, SAS will use reasonable efforts, 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 support.sas.com, which may be updated from time to time. Customer may obtain additional support services from SAS by executing a Supplement for 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 efforts 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 (a) upon Customer's execution of a Supplement and prior to each subsequent license period for any Software license fees due and (b) as specified in the applicable Supplement for any Services fees due. Payment terms for all invoices are net thirty (30) days. License and Services fees do not include applicable taxes. SAS will use reasonable efforts 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 and acquisition of Services. Customer is not responsible for taxes based on SAS' income. Except as otherwise allowed in the Agreement, refunds are not available after the Product Authorization Code has been provided.

8.2 Customer Changes. Customer shall notify SAS by phone or in writing to change operating systems, Authorized Hardware or any factor affecting the applicable pricing metric or any applicable usage rights. These changes may result in additional license fees which are calculated as of the date of the change, invoiced upon receipt of

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Master License Agreement
Page 3 of 4

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 license fees or Services 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.

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 authorized 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 license and refund the fees paid for the Software at issue during the then-current annual license period.

10.2 Warranty Disclaimers by SAS. SAS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAS DOES NOT WARRANT OR REPRESENT THAT CUSTOMER'S USE OF THE SOFTWARE WILL RESULT IN CUSTOMER'S COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY.

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

11.1 Exclusions of Damages. NEITHER CUSTOMER NOR SAS IS LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS IS NOT LIABLE FOR ANY CLAIM AGAINST CUSTOMER BY ANY PARTY RELATING TO USE OF THE SOFTWARE, EXCEPT AS SET FORTH IN THE INDEMNIFICATION SECTION OF THIS MLA. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID AND LICENSES 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 THE FEES PAID FOR THE SOFTWARE AT ISSUE DURING THE RELEVANT ANNUAL LICENSE PERIOD AND FOR THE SERVICES AT ISSUE.

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

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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.

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

12.1 **THIRD PARTY LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. THIRD PARTY LICENSORS PROVIDE THEIR SOFTWARE "AS IS."**

12.2 **THIRD PARTY LICENSORS ARE NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE 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 **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.**

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, and unless specifically prohibited by law, 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 license for the Software at issue and refund the then-current annual license fee paid 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 license 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 license hereunder, or when a User, Related Entity or disaster recovery contractor is no longer authorized to access the Software, Customer agrees to reclaim, delete, and destroy the Software at issue, along with any related Documentation.

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

15. Governing Law; Export and Import Restrictions. The laws of the state where Customer resides, except as applied to nongovernmental entities residing in Louisiana, in which case the laws of the State of North Carolina shall apply excluding choice of law provisions, govern the Agreement. 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. If Customer is a government or governmental education entity, nothing in this Agreement shall be construed to deprive Customer of it sovereign immunity that is mandated by applicable law

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 either party 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.

16.4 Audit. Upon thirty (30) business days' notice to Customer, SAS will have the right to conduct an on-site audit, at a maximum of once per year, 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 applicable records available; (b) providing copies of the records requested; and

(c) directing all agents to cooperate. If the audit reveals that Customer owes additional license fees, Customer shall pay the amounts owed and SAS' reasonable expenses in conducting the audit. This audit right shall survive for two (2) years past current license period. SAS' right to audit Customer, pursuant to this provision shall terminate two years after termination of this Agreement.

16.5 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, without the obligation of posting bond.

16.6 United States Government License Rights; Restricted Rights. This subsection applies if Customer is a United States government entity or if Customer is licensing Software or procuring Services on behalf of, or for the benefit of, a United States government entity. The Software and its Documentation are commercial computer software developed at private expense and are provided with RESTRICTED RIGHTS to the United States government. Use, duplication or disclosure of the Software and Documentation by the United States government is subject to the license terms of the Agreement pursuant to, as applicable, FAR 12.212, DFAR 227.7202-1(a), DFAR 227.7202-3(a) and DFAR 227.7202-4 and, to the extent required under United States federal law, the minimum restricted rights as set out in FAR 52.227-19 (DEC 2007). If FAR 52.227-19 is applicable, this provision serves as notice under clause (c) thereof and no other notice is required to be affixed to the Software or Documentation. The United States government's rights in Software and Documentation shall be only those set forth in the Agreement.

17. Complete Agreement; Modifications. 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. Additional or conflicting terms on current or future Customer or third party purchasing documents are expressly objected to and rejected.

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

Accepted by:

Customer: **SAS Institute Inc.**

By _____   By _____
     Authorized Signature   Authorized Signature

_____   _____
     Name (type or print)   Name (type or print)

_____   _____
     Title   Title

On _____   On _____
     Date   Date

LGL3530/May14   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.

100.50.CCC129.3/07NOV14

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Form Software Supplement for Teaching and Research License

NOTE:
TO AUTHORIZE HOME USE OR REMOTE ACCESS TO THE SOFTWARE TO BE LICENSED PURSUANT TO THIS SUPPLEMENT, CUSTOMER, AT ITS OPTION, MAY ENTER INTO AN ACADEMIC HOME USE AMENDMENT. SUCH AMENDMENT WILL ONLY BE EXECUTED IF THE LICENSEE DESIRES SUCH HOME USE. BEFORE EXECUTING THE ACADEMIC HOME USE AMENDMENT, IT MUST FIRST BE REVIEWED AND APPROVED BY LICENSEES' APPLICABLE PROCUREMENT OR LEGAL COUNSEL. IF DESIRED, LICENSEE AND SAS MAY NEGOTIATE THE TERMS OF THE AMENDMENT ON A CASE-BY-CASE BASIS. PLEASE PAY PARTICULAR ATTENTION TO THE INSTITUTION'S OBLIGATIONS REGARDING STUDENT USE SET FORTH IN SECTION 4.2 OF THE ACADEMIC HOME USE AMENDMENT. A FORM OF THE ACADEMIC HOME USE AMENDMENT IS ATTACHED TO THE PRICING AGREEMENT BETWEEN SAS AND MHEC OR CAN BE REQUESTED DIRECTLY FROM SAS.

NOTE:
LICENSEES DESIRING HOME USE MAY PREFER SAS' UNIVERSITY EDITION SOFTWARE. MORE INFORMATION ABOUT UNIVERSITY EDITION SOFTWARE IS AVAILABLE HERE: http://www.sas.com/en_us/software/university-edition.html

§sas®

SAS Institute Inc. ("SAS")
World Headquarters
SAS Campus Drive - Cary, North Carolina 27513
Tel: (919) 677 8000 - Fax: (919) 677 4444
http://www.sas.com

Supplement Number _____ ("Supplement")
to Master License Agreement ("MLA")

Master License Agreement Number: _____

Customer Name: ("Customer")	
Street Address:	
City, County, State, Zip Code:	Country (the "Territory"): United States
Taxpayer ID Number:	Currency Type: United States dollar (USD)

Software and Subcomponents[1]	Applicable Pricing Metric, Number of Authorized Units[2]	Operating System[3]	Authorized Hardware (CPU/Server Manufacturer, Model type/Serial No.)[3]	Initial Fees[4] (in above Currency Type)	License Beginning Date	Anniversary Date
Software:	MHEC Academic License-Teaching and Research	To be defined by Customer in writing	To be defined by Customer in writing		FOR SAS USE ONLY	

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Subcomponents:	To be defined by Customer in writing	To be defined by Customer in writing	

1. Pricing metrics, operating systems and/or Authorized 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 license fee for the Software product with which they are licensed or provided.
2. The pricing metric is used to derive license fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described on page 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 Authorized Hardware information to SAS prior to shipment of Software.
4. Unless otherwise described in this Supplement, these are the first year license fees for the Software.

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Supplement
Page 3 of 4

1. **License of Software.** This Supplement, any Attachments and the MLA (collectively, "Agreement"), govern Customer's license of the listed software ("Software") and any related user documentation provided by SAS. When licensed alone or as a subcomponent, SAS AppDev Studio software may be used for development purposes only.
2. **Pricing Metrics.** The pricing metrics described herein apply to the Software and any Software subcomponents on page 1. For the avoidance of doubt, only those pricing metrics listed on page 1 apply to the Software and Software subcomponents licensed hereunder.
    (a) **Academic License-Teaching and Research** - Customer hereby certifies (i) it is a post-secondary Degree-Granting Institution ("DGI") or (ii) a DGI maintains statutory or other legal authority over Customer's general budget and contracting rights or (iii) it is a kindergarten, primary school or secondary school or is a government department or agency that supports or operates such academic institutions ("K-12"). If the second certification applies to Customer, the Software may not be used by such DGI nor shall such DGI benefit from Customer's use of the Software. Customer agrees to immediately notify SAS in writing of any change in the certification made herein. Such change may result in additional license fees based upon SAS' then current commercial fee schedule for the Software and may require that Customer sign appropriate licensing documents. "Customer's employees", as used in the Agreement, shall include Customer's faculty members and staff. Students registered with Customer to take classes on campus or via the Internet shall hereinafter be referred to as "Students". Except as otherwise provided below, Customer may distribute personal computer Software to its employees and Students using Customer's internal distribution process. Provided the amount recovered does not exceed Customer's actual cost associated with such distribution process, Customer may recover the administrative costs for such internal distribution of the Software from its employees and Students. Customer must sign the Academic Home Use Amendment to distribute Software for use on employee or Student owned personal computers. Software license fees are based upon, and usage rights are limited to, the purposes defined herein. Subject to the terms of the Agreement, the Software may be used by Users and Students only in conjunction with classroom instruction and coursework directly related to Customer's post-secondary degree requirements, including the formulation of theses and dissertations, and Customer's noncommercial research activities if Customer is a DGI or only for classroom instruction if Customer is a K-12 ("Teaching and Research"). Commercial research activity is research that is performed by Customer for compensation and includes, but is not limited to, research that is in fulfillment of or funded by a government related program or initiative the results of which will be sold or serviced to or by nonacademic markets and used by nonacademic users located on nonacademic premises. Noncommercial research activity is research that is conducted using Authorized Hardware located on Customer's premises and is (x) in support of Customer's degree-granting requirements or a faculty member's tenure; (y) federally funded in support of academia; or (z) in fulfillment of or funded by a university related program or initiative. If Customer is licensing a Software bundle or suite ("Software Suite"), Customer acknowledges that SAS may from time to time change the Software product mix of the Software Suite. If SAS adds Software to the Software Suite after delivery to Customer, SAS is not obligated to notify Customer of such addition or to provide the additional Software unless requested by Customer. The license for all such additional Software provided to Customer will be governed by the terms of the MLA, this Supplement and any additional terms provided to Customer by SAS when the additional Software is delivered. If SAS removes Software from the Software Suite or discontinues licensing the Software Suite, SAS will notify Customer at least thirty (30) days prior to the license anniversary date and any changes to the Software Suite will become effective as of the beginning of the next annual license period.

    (b) **MHEC** - Customer hereby certifies it is an Eligible Organization as defined under the Master Price Agreement between the Midwestern Higher Education Compact and SAS (MHEC Contract Number MHEC-011014) and is thereby authorized to license the Software in exchange for the license fees set forth in the Master Price Agreement. Customer agrees to immediately notify SAS in writing of any change in the certification made herein. Such change may result in additional license fees based upon SAS' then current fee schedule for the Software. In the event of termination of the Master Price Agreement, Customer and SAS will mutually agree to applicable license fees for the renewal periods following termination.
3. **Subcomponent 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 Authorized Hardware listed on page 1 of this Supplement. If authorized by SAS, however, some server-tier subcomponents also may be installed on separate hardware. Where the license fee is based on hardware capacity, then the separate hardware must have the same or lower classification as the Authorized Hardware. Software or subcomponents licensed to SAS by third parties may only be installed once.
4. **Complete Agreement.** 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. 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: _____   **SAS Institute Inc.**

By _____   By _____
     Authorized Signature   Authorized Signature

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Name (type or print)		Name (type or print)

Title   Title

On   On

Date   Date

Form Software Supplement for Administrative License

Master License Agreement Number: _____

Supplement Number _____ ("Supplement")
to Master License Agreement ("MLA")

SAS Institute Inc. ("SAS")
World Headquarters
SAS Campus Drive - Cary, North Carolina 27513
Tel: (919) 677 8000 - Fax: (919) 677 4444
http://www.sas.com

Customer Name: ("Customer")
Street Address:

City, County, State, Zip Code:

Taxpayer ID Number:

Country (the "Territory"): United States

Currency Type: United States dollar (USD)

Software and Subcomponents[1]	Applicable Pricing Metric, Number of Authorized Units[2]	Operating System[3]	Authorized Hardware (CPU/Server Manufacturer, Model type/Serial No.)[3]	Initial Fees[4] (in above Currency Type)	License Beginning Date	Anniversary Date
					FOR SAS USE ONLY	
Software:	MHEC Academic License-Administrative	To be defined by Customer in writing	To be defined by Customer in writing			
Subcomponents:		To be defined by Customer in writing	To be defined by Customer in writing			

1. Pricing metrics, operating systems and/or Authorized 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 license fee for the Software product with which they are licensed or provided.
2. The pricing metric is used to derive license fees; for example, but without limitation, Capacity Based, Total Users, PC Use, etc. as described on page 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 Authorized Hardware information to SAS prior to shipment of Software.
4. Unless otherwise described in this Supplement, these are the first year license fees for the Software.

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Supplement
Page 2 of 3

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

2. **Pricing Metrics.** The pricing metrics described herein apply to the Software and any Software subcomponents on page 1. For the avoidance of doubt, only those pricing metrics listed on page 1 apply to the Software and Software subcomponents licensed hereunder.

   (a) **Academic License-Administrative** - Customer hereby certifies (i) it is a post-secondary Degree-Granting Institution ("DGI") or (ii) a DGI maintains statutory or other legal authority over Customer's general budget and contracting rights or (iii) it is a kindergarten, primary school or secondary school or is a government department or agency that supports or operates such academic institutions ("K-12"). If the second certification applies to Customer, the Software may not be used by such DGI nor shall such DGI benefit from Customer's use of the Software. Customer agrees to immediately notify SAS in writing of any change in the certification made herein. Such change may result in additional license fees based upon SAS' then current commercial fee schedule for the Software and may require that Customer sign appropriate licensing documents. "Customer's employees", as used in the Agreement, shall include Customer's faculty members and staff. Customer may distribute personal computer Software to its employees using Customer's internal distribution process. Provided the amount recovered does not exceed Customer's actual cost associated with such distribution process, Customer may recover the administrative costs for such internal distribution of the Software from its employees. Customer must sign the Academic Home Use Amendment to distribute Software for use on employee owned personal computers. Software license fees are based upon, and usage rights are limited to, the purposes defined herein. Subject to the terms of the Agreement, the Software may be used by Users solely in support of activities associated with Customer's operations as an academic institution ("Administrative"). In no event may the Software be used for teaching or research activities. If Customer is licensing a Software bundle or suite ("Software Suite"), Customer acknowledges that SAS may from time to time change the Software product mix of the Software Suite. If SAS adds Software to the Software Suite after delivery to Customer, SAS is not obligated to notify Customer of such addition or to provide the additional Software unless requested by Customer. The license for all such additional Software provided to Customer will be governed by the terms of the MLA, this Supplement and any additional terms provided to Customer by SAS when the additional Software is delivered. If SAS removes Software from the Software Suite or discontinues licensing the Software Suite, SAS will notify Customer at least thirty (30) days prior to the license anniversary date and any changes to the Software Suite will become effective as of the beginning of the next annual license period.

   (b) **MHEC** - Customer hereby certifies it is an Eligible Organization as defined under the Master Price Agreement between the Midwestern Higher Education Compact and SAS (MHEC Contract Number MHEC-011014) and is thereby authorized to license the Software in exchange for the license fees set forth in the Master Price Agreement. Customer agrees to immediately notify SAS in writing of any change in the certification made herein. Such change may result in additional license fees based upon SAS' then current fee schedule for the Software. In the event of termination of the Master Price Agreement, Customer and SAS will mutually agree to applicable license fees for the renewal periods following termination.

3. **Subcomponent 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 Authorized Hardware listed on page 1 of this Supplement. If authorized by SAS, however, some server-tier subcomponents also may be installed on separate hardware. Where the license fee is based on hardware capacity, then the separate hardware must have the same or lower classification as the Authorized Hardware. Software or subcomponents licensed to SAS by third parties may only be installed once.

4. **Complete Agreement.** 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. 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: _____

By _____
   Authorized Signature

_____
   Name (type or print)

_____
   Title

On _____
   Date
   28

SAS Institute Inc.

By _____
   Authorized Signature

_____
   Name (type or print)

_____
   Title

On _____
   Date

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Supplement
Page 3 of 3

§.sas

Master License Agreement Number:

Services Supplement Number _____ ("Supplement")*
Time and Materials To Master License Agreement ("MLA")

SAS Institute Inc. ("SAS") World Headquarters SAS Campus Drive • Cary, North Carolina 27513 Tel: (919) 677 8000 • Fax: (919) 677 4444 http://www.sas.com	Customer Name: ("Customer")
	Street Address:
	City, State, Country, Zip Code:
	Taxpayer ID Number:

1. **Effective Date.** This Supplement is effective upon the last dated signature below ("Effective Date") but governs Services prior to the Effective Date.

2. **Services, Deliverables, Work Product and Fees.**

   2.1 Work Product. In exchange for Customer paying the fees and any applicable taxes arising under this Supplement, SAS agrees to provide (a) the services described in Section 2.2 below ("Services") related to Customer's use of software licensed under the MLA ("Software") and (b) a limited license as described in Section 3.1 below in relation to any documentation, computer code or other materials delivered by SAS in connection with the Services (collectively, "Work Product"). As used herein, the term "Time and Materials" means a consultative model where SAS provides Services at the hourly rates identified below. SAS' time and a limited license to any Work Product resulting from performance of the Services are the only deliverables to be provided to Customer.

   2.2 Description of the Services.

   > SAS shall provide Services directed toward   .

   2.3 Hourly Rates; Customer Funds; Travel and Living Expenses; Invoicing.

   2.3.1 Hourly Rates. The hourly rate(s) for the Services shall be as follows:

Resource	Hourly Rate

   *Customer is an Eligible Organization as defined in the Master Pricing Agreement between the Midwestern Higher Education Compact and SAS (MHEC Contract Number MHEC-011014) and is thereby authorized to acquire the Services at the rate set forth herein.

   2.3.2 Customer Funds. Customer has made available funds in the amount of   Dollars ($) (U.S.) for Services performed under this Supplement ("Customer Funds"), which is based on the estimated budget for labor for the Services determined by SAS. Travel and living expenses and applicable taxes are additional and are not reflected in the Customer Funds. Neither party shall have any obligation with respect to the performance of, or payment for, Services beyond the depletion of the Customer Funds. Customer may make additional Customer Funds available for the performance of the Services by amendment to this Supplement.

   2.3.3 Travel and Living Expenses. Travel and living expenses, and any applicable taxes, are additional and are not reflected in the rates above. All travel and living expenses must be approved in advance by Customer.

   2.3.4 Invoicing. SAS will invoice Customer monthly for any Services fees due. Payment terms shall be net thirty (30) days.

3. **TERMS AND CONDITIONS.**

   3.1 Ownership of Work Product. SAS grants Customer a nonexclusive, nontransferable, non-assignable, royalty-free license to use the Work Product only with the Software with which the Work Product operates and only for as long as Customer maintains a license for such Software. Notwithstanding the foregoing, in the event SAS is performing the Services as a subcontractor to Customer for the benefit of the third party identified below

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Services Supplement
Page 2 of 3

("Client"), Customer may assign its License to such Client. Nothing herein shall be construed as granting Customer a license to any SAS Software, which shall be licensed separately pursuant to a license agreement between SAS and Customer. SAS has no obligation to provide continued support or maintenance for any Work Product. Ownership of the Work Product, including any intellectual property embodied therein, and any techniques, skills, concepts or know-how that are utilized or developed while performing the Services remains with SAS. Prototype systems and sample programs furnished by SAS are designed to help Customer learn to use the Software and for demonstration purposes; they are not intended to be used for production purposes without appropriate Customer testing.

Customer's Client, if applicable, for whose benefit the Services are being performed is   .

3.2 <u>Confidential Information.</u> SAS agrees to use reasonable efforts to prevent any Confidential Information from being revealed to third parties for a period of three (3) years from the date of disclosure. As used herein, the term "Confidential Information" shall mean only that information of Customer provided to SAS in connection with and related to the Services. This restriction does not apply to information which is: (1) generally available to the public; (2) released by Customer without restriction; (3) independently developed or acquired by SAS; or (4) known to SAS prior to receipt from Customer. In the event the Confidential Information must be disclosed pursuant to judicial order or requirement of law, SAS shall make reasonable efforts to notify Customer of such order or requirement. For the purposes of this Section, SAS' subsidiaries and subcontractors performing Services shall not be deemed "third parties." No proprietary source code or individually identifiable information will be disclosed under this Supplement.

3.3 <u>Change Management</u>. "Change Management" refers to a process for the parties to agree on a change or modification to the scope of Services, and "Change Order" refers to the document reflecting the change or modification. Requests by Customer or SAS for such changes will be made in writing to the other party. SAS will prepare the Change Order, which will contain the following information:

    a.   A description of any additional work to be performed and/or any changes to the performance required of either party.

    b.   A statement of the impact of the work or changes on the Services and the project schedule.

    c.   The estimated timetable to complete the work specified in the Change Order.

    d.   The estimated time and cost of any additional work associated with the Change Order.

SAS will provide the proposed Change Order to Customer's project manager for review, and if additional fees will be charged, SAS will provide the proposed amendment to this Supplement. Customer's project manager will respond in writing to the proposed Change Order within five (5) business days. Each party must agree in writing to the Change Order. Pending such written agreement (and if additional fees will be charged, execution of the associated amendment), SAS will continue to perform as if such Change Order had not been requested or recommended. If Customer provides its acceptance of the proposed Change Order in writing and, if applicable, executes the proposed amendment, SAS' project manager will update the project plan to reflect the change(s).

3.4 <u>Warranties; Disclaimers; Limitation of Liability.</u> SAS warrants that the Services will be performed by qualified personnel in a workmanlike manner and in accordance with the requirements set forth in the Agreement. The exclusive remedy for breach of this warranty is refund of fees paid for the Services at issue. SAS warrants that it has the right to license the Work Product to Customer. The exclusive remedy for breach of this warranty is provided in the section of the MLA addressing SAS' indemnification obligations for intellectual property infringement claims. SAS' indemnification obligations and the disclaimers of warranty and exclusions of consequential damages and limitations of liability contained in the MLA also apply to any Work Product and Services under this Supplement. For purposes of this Supplement only, with respect to SAS' indemnification obligations and the limitations of liability contained in the MLA, the term "Work Product" shall replace "Software," "IPPs," "Micro-IPPs" or any other defined term for the SAS software products licensed under the MLA. The parties acknowledge and agree that Customer may use the Work Product in connection with its work for the Client, or other third parties whom SAS has no contractual relationship. Accordingly, except for claims for which Customer is entitled to reimbursement pursuant to the MLA or this Supplement, and to the extent permitted by law, Customer shall defend, indemnify, and hold SAS harmless from and against any liability for claims by Client or any other third party arising from use of the Work Product.

3.5 <u>Insurance</u>. During the term of this Supplement, SAS will keep the following insurance policies in force:

    3.5.1 Workers Compensation -- Statutory (in the amounts required by applicable state statutes);

    3.5.2 Employer's Liability -- $1,000,000 per occurrence; bodily injury by accident or disease, including death;

    3.5.3 Commercial General Liability -- $1,000,000 combined limit per occurrence, bodily injury, personal injury and property damage, including blanket contractual liability; and

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Services Supplement
Page 3 of 3

3.5.4 Automobile Liability (if vehicles are brought on Customer's premises or used in performance of the Services) -- $1,000,000 combined limit per occurrence; bodily injury and property damage covering owned, non-owned and hired vehicles.

SAS will provide a Memorandum of Insurance upon request as evidence of this coverage.

3.6 <u>Customer Responsibilities; Equipment; Personnel</u>. Customer is responsible for furnishing facilities, equipment, information and access to Customer personnel required to perform the Services. SAS may subcontract all or portions of the Services. Customer agrees not to solicit for hire any individual who provides the Services to Customer within six (6) months after the Services are performed. Notwithstanding the foregoing, responses to general advertisements in the media or on the Internet or Customer's intranet shall not be deemed to be a solicitation for hire within the context of this Section 3.6.

3.7 <u>General.</u> This Supplement constitutes a separate agreement between Customer and SAS incorporating the terms of the MLA. This Supplement, the MLA 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 the MLA. Obligations in the MLA or this Supplement that by their nature are continuing survive termination or expiration. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected. With respect to the Services provided hereunder, the terms of this Supplement add to the MLA and supersede any conflicting or inconsistent terms in the MLA. This Supplement shall terminate one year from the latest date indicated below.

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

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

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

NOTE:
THIS DOCUMENT IS AN OPTIONAL DOCUMENT FOR ANY LICENSEE THAT DESIRES ACADEMIC HOME USE AS DESCRIBED HEREIN. IT IS ONLY EXECUTED IF THE LICENSEE DESIRES SUCH HOME USE. *BEFORE EXECUTING THIS DOCUMENT, IT MUST FIRST BE REVIEWED AND APPROVED BY LICNESEE'S APPLICABLE PROCUREMNT OR LEGAL COUNSEL.* IF DESIRED, LICENSEE AND SAS MAY NEGOTIATE THE TERMS OF THIS AGREEMENT ON A CASE-BY-CASE BASIS. PLEASE PAY PARTICULAR ATTENTION TO THE INSTITUTION'S OBLIGATIONS HIGHLIGHTED REGARDING STUDENT USE SET FORTH IN SECTION 4.2 BELOW.

NOTE:
LICENSEES DESIRING HOME USE MAY PREFER SAS' UNIVERSITY EDITION SOFTWARE. MORE INFORMATION ABOUT UNIVERSITY EDITION SOFTWARE IS AVAILABLE HERE: http://www.sas.com/en_us/software/university-edition.html

SAS Institute Inc.

License Agreement Number _____

AMENDMENT NUMBER ___

TO LICENSE AGREEMENT

ACADEMIC HOME USE AND REMOTE ACCESS

Customer name and address: _____

_____

_____ ("Customer")

WHEREAS, SAS Institute Inc., SAS Campus Drive, Cary, North Carolina 27513 ("SAS") and Customer desire to modify the above referenced license agreement ("Agreement"), in consideration of further benefits to each;

NOW, THEREFORE, notwithstanding anything to the contrary contained in the Agreement or any supplements thereto ("Supplements"), the parties hereby agree to modify the Agreement as set forth below in this amendment ("Amendment"):

1. **Definitions.**

    Capitalized terms used in this Amendment will have the meanings set forth in the Agreement, the applicable Supplement or this Amendment.

    "Academic Users" means Customer's faculty members and staff and any individual registered with Customer to take classes on campus or via the internet.

    "Home Use" means access to and use of T&R Software as authorized under the applicable Supplement(s) by an Academic User where such T&R Software is installed on a personal computer or a laptop computer owned by such Academic User or loaned to such Academic User by Customer and located in the Home Use Territory.

    "Home Use Territory" means the country(ies) listed in Attachment A, which is attached hereto and incorporated herein, from which Home Use is authorized under this Amendment.

    "PC Installs" means a pricing metric where license fees for T&R Software are based on the number of personal computers on which the T&R Software is installed.

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Academic Home Use and Remote Access Amendment
Page 2 of 3

"**Remote Access**" means access to and use of T&R Software as authorized under the applicable Supplement(s) by an Academic User through remote, controlled access to Customer's network where such T&R Software is installed on Authorized Hardware located on Customer's premises in the Territory.

"**Remote Access Territory**" means the country(ies) listed in Attachment A from which Remote Access is authorized under this Amendment.

"**Territory**", when used alone, has the meaning specified in the applicable Supplement(s). If the Territory is not defined in the applicable Supplement(s), Territory is defined as the country in which Customer is located as specified above.

"**T&R Software**" means Software licensed under the Agreement for teaching and/or research purposes.

2. **Home Use of T&R Software for Personal Computers**.

   2.1 Customer may provide a copy of T&R Software licensed for use on personal computers to Academic Users for Home Use provided: (i) each Home Use copy is installed on a personal computer or a laptop owned by an Academic User or loaned to an Academic User by Customer and located in the Home Use Territory; (ii) Home Use by Academic Users is limited to use of the T&R Software as authorized under the applicable Supplement(s); and (iii) the operating system of the hardware on which each Home Use copy of the Software is installed mirrors the operating system of Customer's hardware on which the T&R Software is installed.

   2.2 If the T&R Software license fees is based on the number of PC Installs, the Home Use copies used by Academic Users who also use the T&R Software on personal computers located on Customer's premises will not count toward the authorized number of PC Installs provided the total number of Home Use copies does not exceed the total number of PC Installs permitted pursuant to the applicable Supplement(s). Home Use copies used by Academic Users who do not use the T&R Software on personal computers located on Customer premises, however, will count toward the authorized number of authorized PC Installs.

   2.3 Notwithstanding the foregoing, Customer may not provide copies of SAS e-Learning software to Academic Users for Home Use. Academic Users located in the Home Use Territory may access SAS e-Learning software only through Remote Access in accordance with Section 3 below.

   2.4 Customer shall be solely responsible for distributing copies of T&R Software to Academic Users for Home Use. The identical copyright notice and any other proprietary rights notices found on the original T&R Software media must be reproduced on all Home Use copies.

3. **Remote Access to Software Installed on Customer's Premises**.

   Customer may permit Academic Users located in the Remote Access Territory to establish Remote Access to T&R Software provided (i) Remote Access is limited to use of the T&R Software as authorized under the applicable Supplement(s); (ii) T&R Software for which Remote Access is provided must at all times remain installed on Authorized Hardware located on Customer's premises in the Territory; and (iii) Customer will implement appropriate security measures to restrict Remote Access to Academic Users only and to prevent Academic Users from downloading or otherwise installing the T&R Software onto computer hardware other than the Customer's Authorized Hardware.

4. **General**.

   4.1 For each annual license period, Customer must maintain records of the names and locations of all Academic Users using the T&R Software for Home Use and/or through Remote Access and will provide a copy of such records to SAS upon request.

   4.2 Customer agrees to inform all parties authorized to use the T&R Software for Home Use and/or through Remote Access of the relevant terms of the Agreement and Supplement, as modified herein, and any related user documentation, and shall be responsible for such parties' adherence to such terms.

   4.3 SAS hereby notifies Customer that because the Software is of United States origin, United States export laws and regulations apply to the T&R 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.

Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

4.4 Technical support services, invoicing and all SAS administrative activities under the Agreement will be provided by SAS only to Customer and only from the Territory.

Except as herein modified, all terms and conditions of the Agreement and all Supplements remain in full force and effect. The terms of this Amendment add to the Agreement and any Supplements thereto and supersede any conflicting or inconsistent terms in the Agreement or any such Supplements. The individuals signing below represent that they have authority to bind the named parties to this Amendment.

Accepted by:

Customer: _____ **SAS Institute Inc.**

By _____   By _____
  Authorized signature   Authorized signature

  _____   _____
  Name (type or print)   Name (type or print)

  _____   _____
  Title   Title

On _____   On _____
  Date   Date

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Exhibit B – Required Contracting Documents (subject to change as forms are updated by SAS Institute Inc.)

Attachment A
Academic Home Use and Remote Access

Home Use Territory:

| |
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Remote Access Territory:

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| |