



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Contract

Order Date: 09-12-2024

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CCT 0231 4435 OOT2500000003 1	Procurement Folder:	1480729
Document Name:	Direct Award for SAS Software (OT25023)	Reason for Modification:	AWARD OF CSSD OOT2500000001
Document Description:	Direct Award for SAS Software (OT25023)		
Procurement Type:	Central Sole Source		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000213810 SAS INSTITUTE INC SAS CAMPUS DRIVE CARY NC 27513 US Vendor Contact Phone: 919-531-9405 Extension: Discount Details: <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>Not Entered</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov <div style="text-align: center; font-size: 2em; font-weight: bold;">2025</div> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Q-30-2460

Purchasing Division's File Copy

Total Order Amount:	\$198,571.00
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[Handwritten Signature]

9/17/2024 MA 9/18/2024

PURCHASING DIVISION AUTHORIZATION DATE: <i>9/26/24</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John L. Gray 10/7/2024</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Cody Row 10-7-24</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Direct Award SAS Software Maintenance and Support (OT25023)
Pursuant to WV Code 5A-3-10c

The Vendor: SAS Institute Inc. of Cary NC agrees to enter into contract with the Agency, The West Virginia Department of Administration, Office of Technology to provide ongoing maintenance and enhancement services for mainframe software per the Order of Precedence, Amendment No 1 to the Master License Agreement, Master License agreement dated June 2, 1999, executed supplement, all incorporated herein by reference and made a part of herein as attached.

Effective Dates: 09/01/2024 - 8/31/2025

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	1.00000	EA	74379.000000	\$74,379.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Base SAS

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112200	1.00000	EA	47972.000000	\$47,972.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: SAS/ACCESS Interface to DB2

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81112200	1.00000	EA	44092.000000	\$44,092.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: SAS/FSP

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81112200	1.00000	EA	32128.000000	\$32,128.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: SAS/Share

Extended Description:

ORDER OF PRECEDENT AND MODIFICATION ADDENDUM

THIS ORDER OF PRECEDENT AND MODIFICATION ADDENDUM, (hereinafter "Addendum") by and between SAS Institute, Inc. (hereinafter "SAS") and State of West Virginia Office of Technology (hereinafter "State of West Virginia"), (both referred to as "Parties"), is intended to modify certain terms and conditions submitted by the Parties and to provide an order of precedent for all documents that comprise the contract resulting from the direct award solicitation identified as 0121014 (the "Contract").

NOWHEREFORE, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Contract Documents:

- a. **Order of Precedence and Modification Addendum** (this document)- First Priority
- b. **Amendment No. 01** - Second Priority
- c. **Master License Agreement dated June 2, 1999** – Third Priority
- d. **Any executed SAS Supplements**- Fourth Priority

2. **Confidentiality:** The Vendor agrees, as applicable, that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html> as applicable.

The parties acknowledge and agree that this is a contract to renew the licenses for Vendor's proprietary software products and that the customer will not provide Vendor with any personally identifiable information or confidential information under the contract.

3. **Antitrust:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

4. **Background Check:** In accordance with WV Code § 15-20-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol Complex or who have access to sensitive or critical information to

submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol Complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol Complex to the Director of The Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol Complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

5. **Applicable State Law:** Both parties acknowledge and agree that nothing within this Agreement should be construed to contradict or conflict with the requirements of WV Code §5A-3-62, any such contradictory terms or conditions are hereby negated.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of the last signature below.

SAS Institute, Inc.

By: Victoria Clayton

Name: Victoria Clayton

Its: Director, Licensing Operations

Date: September 13, 2024

State Agency

By: Andrew Lore

Name: Andrew Lore

Its: Procurement Manager

Date: 09/16/2024



AMENDMENT NO. 1 TO THE
SAS MASTER LICENSE AGREEMENT
FOR INSTITUTE SOFTWARE
BETWEEN
SAS INSTITUTE INC.
AND
THE STATE OF WEST VIRGINIA

The SAS Master License agreement for Institute Software, Ig107.2 1/98, dated June 2, 1999 hereinafter referred to as "Agreement", between SAS Institute Inc., hereinafter referred to as "SAS" and the State of West Virginia, hereinafter referred to as "State", is hereby amended as follows:

1. Replace paragraph one with the following language:
"This Master License Agreement ("Agreement") is entered in North Carolina and, along with the applicable Supplement, governs the license of software products ("Software") from SAS Institute Inc. ("Institute"). Each Supplement to this Agreement ("Supplement" means a form substantially like Attachment A) identifies the specific organization ("Customer") authorized to use the Software listed on that Supplement. Each Supplement is a separate agreement which incorporates the terms of this Agreement. This Agreement is considered a Master Agreement for use by State of West Virginia government organizations ("Spending Units", including "Customer") of ordering through the Purchasing Division ("Purchasing Division") of the Department of Administration of the State of West Virginia. Separate Spending Units may sign Supplements which reference this Agreement. One Spending Unit may not access a different Spending Unit's Software unless access rights are requested by Customer. The conditions governing the use of the software by another Spending Unit are addressed in item 3 below.

"References to this Agreement and any Attachments or Supplements mean this agreement and any Attachments or Supplements as amended by this Addendum.

"This Agreement, including any attachments and Supplements issued pursuant to this Agreement, may be modified only by a written document signed by an authorized representative of each party and if required, authorized by the Purchasing Division and approved as to form by the office of the Attorney General of the State of West Virginia ("Attorney General").

"Spending units not utilizing the Purchasing Division may use this Agreement if agreeable to SAS and the appropriate authority for such Spending Unit. Each Spending Unit is responsible for determining which Products or Services it requires and paying its

own bills, subject to certain Purchasing Division and Division of Information Services and Communications ("IS&C") of the Department of Administration restrictions.

"Services or products provided under this Agreement may be continued for the term specified in the relevant, mutually acceptable signed Supplement and State purchase order incorporating this Agreement by reference, contingent upon funds being appropriated by the Legislature or otherwise being available on a spending unit by spending unit basis. In the event funds are not appropriated or otherwise available for continuation of the Services or products for a particular Spending Unit, that license shall terminate without penalty on June 30 as to that Spending Unit. After that date, the Supplement becomes of no effect and is null and void as to that Spending Unit. The Spending Unit agrees to use its best efforts to have the amounts contemplated under this Agreement that pertain to that Spending Unit included in its budget. Non-appropriation or non-funding shall not be considered an event of default."

2. Amend Section 1.1 by inserting the following at the end of the paragraph:

"In the event, however, that the operating system and hardware as identified on the Supplement is assigned or delegated to another Spending Unit of the State, the Institute grants Customer the right to assign this license to such Spending Unit, at no additional charge, upon written notice to the Institute, provided the Spending Unit agrees in the written notice to abide by the existing terms of the Agreement."

3. Amend Section 1.2 by inserting the following at the end of the paragraph:

"Customer, however, may provide access to Software licensed by mainframe or server to employees of other Spending Units of the State provided access rights are requested by Customer. To request access rights, Customer must complete and submit to SAS Attachment B ("WV Department Access Request Form") and maintain applicable licenses and pay applicable fees. Access for Spending Units shall be permitted for the period invoiced or otherwise authorized by SAS for Customer or identified Spending Unit.

"Customer shall pay an access fee equal to 40% of the SAS license fees for all Software accessed by more than one Spending Unit and licensed by mainframe or server as identified on Supplements. This access fee shall cover all Spending Units identified on copies of Attachment B. During the term of the license period, additional Spending Units may be added by submitting additional copies of

Attachment B. Adding additional Spending Units during the license period is at no additional cost to the Customer.

"Customer may designate only one representative from one Spending Unit as a contact person no matter how many Spending Units are designated on Attachment B. Customer must inform the Spending Units of the relevant terms of this Agreement and ensure their compliance. Customer shall notify SAS if access for a Spending Unit is terminated by submitting an amended Attachment B. No refund or credit will be granted for termination of a Spending Unit. Nothing in this Agreement shall be construed to give Spending Units any rights beyond those expressly provided in this Section."

4. Amend Section 1.4 by deleting the last 2 sentences and inserting in lieu thereof the following:

"This Agreement governs the annual license for the products identified on the Customer's Supplements. Each license may be renewed upon mutual agreement of both parties through the initiation of a new Supplement. The Customer is considered to have a valid license when a Supplement has been executed by the State, accepted by SAS, and the licence fees and, if applicable, access fees are paid."

5. Amend Section 2.1 by deleting the fourth sentence and inserting in lieu therefore the following:

"Provisions in the Agreement requiring Customer to pay taxes are deleted. Customer is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Customer file any tax returns or reports on behalf of the Vendor or any other party."

6. Amend Section 5.2 by deleting it in its entirety and inserting in lieu thereof the following:

"Except as otherwise provided herein, neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for the loss of profits, or revenue, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. The Institute's liability for damages hereunder shall not exceed the amount of fees paid by the Customer under this Agreement for the software at issue for the license period at issue, unless such damages result from Customer's use of the software. In which case such liability shall not exceed one million dollars (\$1,000,000.00). Notwithstanding the foregoing, the limitations of liability in this section shall not apply to the following: (1) violations by Customer of the Institute's intellectual property

rights, (2) bodily injury and tangible personal property damages Customer suffers as a result of breach of this Agreement by an Institute employee acting within the scope of his or her employment, or (3) the Institute's indemnification obligation hereunder."

7. Amend Section 10 by deleting it in its entirety and inserting in lieu thereof the following:

"The Agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing laws."

8. Insert the following Section after Section 11:

"12. Year 2000. The latest release of SAS software for the OS, OS/2, Windows and Windows NT operating systems ("Software") will operate on and after January 1, 2000 in the same manner and with the same functionality as it operated before January 1, 2000. The Software has been designed to correctly process date values greater than or equal to January 1, 2000. The Software functionality includes the YEARCUTOFF option which determines the correct century to associate with two digit years and it is Customer's responsibility to ensure that the YEARCUTOFF option is used properly with the Software.

"Customer's Software applications may not correctly process date values greater than or equal to January 1, 2000 if the applications were designed to read, store, process or present calendar dates as two digit years in the 1900s. It is Customer's responsibility to ensure that the YEARCUTOFF option is used properly with Customer's Software applications so that the correct century is associated with two digit years.

"If the Software does not operate in accordance with the above warranty, the Institute shall, at its option, either (1) remedy the problem, or (2) replace the Software product at issue, or (3) terminate the license and refund to Customer the license fee for the Software product at issue for the current license period.

"The above warranty is effective until December 31, 2000. This warranty is subject to the requirements that: (1) Customer agrees to apply or install any corrective code, including but not limited to ZAPs, patches, fixes, modules, or maintenance releases that the Institute provides to Customer; and (2) all hardware and software products used with the Software correctly operate on and after January 1, 2000 with correct calendar dates, including correctly operating with date values greater than or equal to January 1, 2000."

9. Insert the following Section after Section 12:

"13. Conflict of Terms. In the event of conflict between this Amendment, the Agreement, the Attachments and/or Supplements, this Amendment shall prevail. Except as herein modified, all terms and conditions of the Agreement, Attachments and Supplements remain in full force and effect."

ACCEPTED BY:

STATE OF WEST VIRGINIA

Brian Casto
Authorized Signature

Brian Casto
Name (Type or Print)

Assistant General Counsel
Title

August 3, 1999
Date

SAS INSTITUTE INC.



E. B. Matthews
Authorized Signature

EM Na EM
E.B. Matthews
Manager
Contract Operations
SAS Institute Inc.

Title

June 2, 1999
Date

APPROVED AS TO FORM THIS 23rd
DAY OF September, 1999

DARRELL V. MCGRAW, JR.
ATTORNEY GENERAL

BY: Dawn E. Warfield
DEPUTY ATTORNEY GENERAL



SAS Institute Inc.
SAS Campus Drive
Cary, NC 27513
Phone (919) 677-8000 □ Fax (919) 677-4444
<http://www.sas.com>

License Agreement Number 01330

Master License Agreement For Institute Software

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

1. License Grant.

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

2. Fees.

- 2.1 The Software is provided with a free thirty-day trial period. Canceling Software may affect eligibility for discounts or other special pricing offers. Payments are due net thirty days. License fees do not include taxes, and Customer is responsible for payment of all applicable taxes. The product authorization code is a program which, when applied to the Software, allows the Software to operate for its designated term. After the product authorization code is provided, except as otherwise allowed herein, refunds are not available.

- 2.2 Customer may call or write the Institute to change operating system(s), Authorized Hardware, or number of Users or workstations. These changes may result in additional license fees which are effective and will be invoiced as of the time of the change. License fees for each renewal period may differ.
- 2.3 Customer may, by written notice to the Institute, designate third parties to pay license fees on Customer's behalf; however, payment of fees remains Customer's ultimate responsibility. Upon such designation, the Institute will send its standard notices regarding payment to the third party only. Authorization to pay fees creates no contractual relationship with the third party nor does it authorize access to or use of the Software by the third party.

3. **Technical Support.**

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

4. **Limited Warranty.**

- 4.1 The Institute warrants it has the right to license the Software to Customer. The exclusive remedy for breach of this warranty is set forth in Section 6. The Institute warrants that each production release of the Software will substantially conform to its user documentation including any updates thereto. If it does not, at the Institute's option, the Institute will either make it conform, replace it with conforming Software, or terminate the license and refund the license fee for the Software product at issue for the current period. This is the exclusive remedy for breach of this warranty.
- 4.2 The Institute warrants that the media on which the Software is received will be free of software viruses. **THE INSTITUTE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.**

5. **Limitations of Liability.**

- 5.1 The Institute is not liable for (1) special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract or tort), or (2) any claim against the Customer by a third party. The Institute is not required to provide the product authorization code if Customer is in breach of this Agreement or if all amounts due under this Agreement are not paid and is not liable for damages caused by the resulting Software interruption. Customer is responsible for implementing procedures to verify accuracy of data input and output.
- 5.2 The Institute's total liability for any claim relating to matters covered by this Agreement or use of the Software is limited to the license fees received from Customer for the Software product(s) at issue during the then current license period.
- 5.3 The limitations in this Section do not apply to the Institute's indemnification obligations set forth in Section 6. Some states do not allow limitations of liability so certain of these limitations may not apply; however, they apply to the greatest extent permitted by law.

6. **Indemnification.**

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

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

7. Termination and Expiration.

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

8. U.S. Government Restricted Rights.

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

9. Modifications and Amendments.

This Agreement, its Supplements, including any Supplement Attachments, 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 this Agreement. Additional or different terms on current or future Customer or third party purchasing documents are expressly objected to and rejected.

10. Governing Law.

North Carolina law, excluding choice of law provisions, and the laws of the United States of America govern this Agreement.

11. General.

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

Accepted by:

Customer: State of West Virginia

By Brian Casto
Authorized signature

Brian Casto
Name (type or print)

Assistant General Counsel
Title

On June 23, 1999
Date

SAS Institute Inc.



By E. B. Matthews
Authorized signature

E. B. Matthews
Name (type or print)

Manager, Contract Operations
Title

On June 2, 1999
Date



**AMENDMENT NO. 1
TO
SUPPLEMENT NO. 42 ("SUPPLEMENT")
TO
MASTER LICENSE AGREEMENT ("MLA")**

Customer name and address: State of West Virginia Department of Administration ("Customer")

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

NOW, THEREFORE, notwithstanding any provisions to the contrary contained in the MLA and any Supplements or Amendments thereto, the parties hereby agree as follows:

1. The recitals set forth above are incorporated into this Amendment.
2. The Software Grid on Supplement 42 is hereby deleted in its entirety and replaced with the following:

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System	Anniversary Date
Base SAS	MSUs (104)	OS	01SEP
SAS/ACCESS Interface to DB2	MSUs (104)	OS	01SEP
SAS/FSP	MSUs (104)	OS	01SEP
SAS/SHARE	MSUs (104)	OS	01SEP

3. For the Software listed above the License Period is Sept 1, 2024- August 31, 2025, and the fee is \$198,571.

3907-K03, 104 MSU	01SEP24 -31AUG25
Base SAS	\$74,379
ACCDB2	\$47,972
FSP	\$44,092
Share	\$32,128
Total	\$198,571

4. The Software in this Amendment is subject to the following pricing metrics:
 - a. **Enterprise Use** - For this Agreement, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. The Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees.
 - b. **MSUs** - The Fee is based on the processing power of the Authorized Environment on which the Software is installed where processing power includes the total MSUs of the Authorized Environment. MSUs are a measurement of mainframe computing capacity expressed in terms of millions of service units per hour as determined by ratings maintained by IBM Corporation.

5. The Master License Agreement and this Supplement are legacy legal terms no longer available for use. As a one-time courtesy to Customer, SAS has agreed to enter into this Supplement. SAS hereby notifies Customer that any amendments, future renewals or extensions related to the license of this Software and any future contracts for SAS offerings will be subject to SAS' current Universal Terms and Addenda available at <https://www.sas.com/en/legal/software-services.html>.
6. Except as herein modified, all terms and conditions of the MLA and its Amendments and Supplements 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

Authorized Signature:



Name: Andrew Lore

Title: Procurement Manager

Date:

09/17/2024

SAS



Authorized Signature:



Name: Victoria Clayton

Title: Director, Licensing Operations

Date:

July 31, 2024

LGL4076/Mar2017

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