

**EMPLOYEE HOME USE AMENDMENT
TO THE INSTITUTE LICENSE AGREEMENT**

Customer name and address: _____

_____ ("Customer")

By signing below, SAS Institute Inc. ("Institute") and Customer agree to modify the above referenced Institute License Agreement ("Agreement") as follows:

"Notwithstanding any language in the Agreement to the contrary, Customer's employees may use workstation or personal computer Software at home subject to the following terms:

- 1) the employee's use of the Software is governed by the Agreement;
- 2) the Software source code is a trade secret of the Institute which the employee is not authorized to access, therefore, the employee will not modify, reverse assemble, reverse engineer, decompile or otherwise attempt to recreate the Software source code;
- 3) the employee will not copy or permit copying or access to the Software by any third party;
- 4) the employee will use the Software for Customer's work-related projects only;
- 5) the employee shall return the Software to Customer and destroy any copies of the Software if no longer an employee of Customer or if Customer discontinues the Software license;
- 6) Customer shall: (a) keep records of where the Software is being used; (b) if user based licensing applies, keep records of how many users are accessing the Software; and (c) provide the above information to the Institute upon request; and
- 7) Customer is responsible for any violations of these terms by the Customer's employees.

For Software licensed by total number of users, one employee using the Software both at work and at home shall be counted as one (1) user. For Software licensed by the number of workstations or copies, one employee using the Software on an employee workstation at home and on a Customer workstation at work shall be counted as utilizing two (2) copies. Customer shall ensure that the total number of workstations on which the Software is installed does not exceed the total number of copies licensed under the Agreement."

Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

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