



Evaluation Agreement

Evaluation Agreement Number _____
Evaluation Site Number _____

SAS Software Limited ("SAS") Wittington House, Henley Road, Medmenham Marlow, Buckinghamshire SL7 2EB United Kingdom (CRN: 01316437) Tel: (44) 01628 486933 • Fax: (44) 01628 483203 http://www.sas.com		Customer Name: Wood Street Consulting Limited ("Customer")	
		Address: 88 Wood Street, 10 th -15 th Floor, London	
		Post Code: EC2V 7RS	Country (the "Territory"): United Kingdom
		CRN: 06877809	
		Currency Type: GBP	

Software/Order ("Software")		Operating System (1)	CPU/Server Manufacturer, Model Type/Serial No. (1)	Quantity (2)	Evaluation Beginning Date	Evaluation End Date
Software:	SAS Analytics Pro	WX6		1	22May15	29May15
Software:						
Software:						
Software:						
Additional Information						

- (1) Customer must provide Operating System and Authorised Hardware information to SAS prior to shipment of Software.
(2) Unless another quantity is specified in this column, Customer is authorised to install and use one (1) copy of the Software.

1. SAS grants Customer a nonexclusive, nonassignable, and nontransferable licence to evaluate the listed software ("Software") identified on the first page of this Evaluation Agreement ("Agreement") free of charge until the Evaluation End Date listed on page 1 of this Agreement for the sole purpose of providing a demonstration to potential customers for SAS software.
2. Customer may install and use the Software only in the Territory on the hardware listed on page 1 of this Agreement ("Authorised Hardware"). If the Software is licenced for use on mainframe or server hardware, Authorised Hardware is hardware located on Customer's premises that Customer identifies to SAS by type and CPU number. If the Software is licenced for use on personal computers, Authorised Hardware is hardware owned or leased by Customer or its employees. The Software may only be accessed from within the Territory by Customer's employees and on site contractors ("Users") for the purposes of evaluating the Software on behalf of Customer. In no event may Customer use the Software for production purposes.
3. Customer may allow Users to access only Software licenced to Customer for which Customer receives a Product Authorization Code. Customer shall not allow Users to install or attempt to use other products contained on media received from SAS. The "Product Authorization Code" is a component of the Software that enables the Software to operate until the Evaluation End Date. Customer may only allow Users to access the Product Authorization Code. Customer acknowledges and agrees that the Product Authorization Code is SAS' confidential and proprietary information.
4. Customer agrees to keep records of where the Software is being used and provide a copy of such records to SAS upon reasonable request.
5. 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 shall not be deleted or modified. This Agreement does not transfer any ownership rights. Source code from which the Software object code is derived ("Source Code") is not being provided and is a trade secret of SAS and SAS' licensors to which access is not authorised. Neither Customer nor any other User may 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.
6. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING;
 - (a) Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury caused by the negligence of a party, or for any fraudulent misrepresentation;
 - (b) Subject to clause 6 (a) above, SAS and its licensors disclaim any liability connected with use of the Software;
 - (c) Subject to clause 6 (b) above, SAS and its licensors are not liable for (i) direct, special, incidental, indirect, consequential, punitive, or reliance damages (arising in contract, tort or otherwise), or (ii) any claim against Customer by a third party, even if SAS or its licensors have been informed of the possibility of such damages.Some jurisdictions do not allow limitations of liability or exclusions for incidental or consequential damages, so certain of these sections may not apply to Customer; however, they apply to the greatest extent permitted by applicable law.
7. Nothing herein obligates Customer to purchase a licence for the Software. However, at the Evaluation End Date, Customer agrees to either (a) sign appropriate paperwork with SAS to licence the Software at the applicable fees and such licence will begin immediately following the Evaluation End Date, or (b) promptly delete and destroy all Software.
8. This Agreement is the parties' complete and exclusive statement relating to its subject matter. Modifications must be in writing, signed by both parties, and specifically reference this Agreement. The laws of England and Wales, excluding choice of law provisions and to the extent possible, any applicable sales of goods legislation, govern this Agreement. The parties expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods. SAS hereby notifies Customer that 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. Customer agrees to inform all parties authorised to use the Software of the relevant terms of this Agreement and any related user documentation, and be responsible for their adherence to such terms. The individuals signing below represent that they have authority to bind the named parties to this Agreement.

Accepted by:

SAS Software Limited

By _____
Authorised signature

Name (type or print)

Title

On _____
Date

Customer

By Philip Mason
Authorised signature
PHILIP MASON
Name (type or print)
MANAGING DIRECTOR
Title
On 25/5/15
Date

Document1

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