



JMP Software License Addendum

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This Addendum applies only to Software licenses designated as “JMP” in the Order Form. The SAS Software License Addendum does not apply to JMP Software. To license Software, Customer will enter into an Order Form with SAS that incorporates the Universal Terms, this Addendum and any other Offering-specific terms.

1. Annual Licenses

License Periods are annual. However, the Order Form may specify a different length for a License Period to align Customer’s Software license with other licensed Offerings or may specify a multi-year Term as set forth in the *Multi-Year Initial Term* section below.

2. License Renewal

The parties may agree to renew the Software license for additional License Periods. Renewal is accomplished by SAS sending an invoice for the applicable Fee and Customer paying the invoice.

3. Renewal Fees

The Order Form may specify renewal Fees for a multi-year Term or Option Period(s). If the Order Form does not specify the renewal Fee for the upcoming License Period, SAS will use reasonable efforts to provide Customer ninety (90) days’ advance notice of the renewal Fee.

4. Invoicing

SAS will invoice Customer for the Fee for the first License Period when Customer executes the Order Form. SAS will invoice Customer for any renewal Fee annually in advance of each annual License Period.

5. Multi-Year Initial Term

The Order Form may specify a multi-year Term consisting of multiple annual License Periods and will set forth a payment schedule under which the multi-year Fee is paid upfront or on an installment basis. The multi-year Term may consist of a Committed Period and/or subsequent Option Periods. Customer will pay the Fee for the Committed Period even if Customer discontinues its use of the Software prior to the expiration of the Committed Period. However, either party may terminate the Agreement for cause according to the *Termination* section of the Universal Terms.

6. Product Authorization Code

When SAS receives the Fee for each License Period, SAS will provide Customer with a Product Authorization Code valid for one (1) year. Customer may need to apply a new Product Authorization Code for changes to the Authorized Hardware, operating system or Software version. SAS is not

required to provide the Product Authorization Code if Customer is in breach of the Agreement or has not paid any undisputed Fees.

7. Location of Users

Users are limited to Customer’s employees and contractors located in the Territory. However, Customer may permit employees and contractors located outside the Territory to access the Software solely to perform technical support and maintenance activities for the Software.

8. Authorized Environment

Unless the Pricing Metric provides otherwise, the Authorized Environment is personal computer hardware. If the Pricing Metric allows installation on a server, the Authorized Environment may be physical hardware, a virtual machine, a private cloud or a public cloud account. Customer, its employees or its contractors, including third party cloud providers, must control the Authorized Environment. Customer will notify SAS of changes to Authorized Environment. Some Software is not available for use on all types of Authorized Environments. All Authorized Environments must be located in the Territory. However, this provision is not intended to prevent Users from traveling temporarily outside the Territory with personal computers on which the Software is installed, such as during business travel.

9. Operating Systems

Customer may use the Software only with the operating system listed on the Order Form. Not all Software operates on all operating systems. Customer will contact SAS to change or add another operating system to use with the Software. This change may result in additional Fees calculated and invoiced based on the date of the change.

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