

AMENDMENT NO. 2

Contract Number: SS8298-4/14 (Executed on August 7, 2007)

Contract Title: Miami-Dade County Contract No. SS8298-4/14, Master License Agreement No. 01961

Contractor: SAS Institute Inc., 100 SAS Campus Drive, Cary, NC 27513-2414

In accordance with the above referenced Contract, this Amendment No. 2, when properly executed, becomes a part of the Contract effective upon execution, and sets forth the terms and conditions that are in addition to and/or modify those terms and conditions set forth in the Miami-Dade County Contract No. SS8298-4/14 (the "**Agreement**"), Master License Agreement No. 01961, by and between SAS Institute Inc. ("**SAS**") and Miami-Dade County ("**County**"), a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 executed August 7, 2007. In case of any conflict between the Agreement and this Amendment No. 2, including any prior Amendments, the terms and conditions of this Amendment shall control.

Whereas the County exercised all available four (4) options to renew of the Agreement, and the County and SAS mutually agree to further extend the term of the Agreement by an additional five (5) years; and

Whereas the County wishes to revise and replace in its entirety "Attachment A" Price Schedule with the pricing table and other terms provided below.

1.1 For the licensed Software, operating system and Authorized Hardware configuration in effect as of the execution of this Amendment, the renewal fees for each annual license period shall be invoiced on an annual basis by SAS to the County as follows:

Site Number	Software	Operating System	Authorized Hardware	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
28501	Base SAS	OS	2098-P03	\$39,670	\$40,860	\$42,086	\$43,349	\$44,649	\$45,988
420069	Base SAS	AR-64	H80-4P1C	\$13,250	\$13,648	\$14,057	\$14,479	\$14,913	\$15,360
62496	Base SAS	AR-64	H80-4P1C	\$13,250	\$13,648	\$14,057	\$14,479	\$14,913	\$15,360
62496	SAS/Graph	AR-64	H80-4P1C	\$10,570	\$10,887	\$11,214	\$11,550	\$11,897	\$12,254
Totals:				\$76,740	\$79,043	\$81,414	\$83,857	\$86,372	\$88,962

1.2 County may call or write SAS to change operating system(s) or authorized hardware. These changes may result in additional license fees. Any additional fees will be effective and invoiced as of the date of such change.

1.3 Unless otherwise mutually agreed, SAS' then current standard license fees shall apply to subsequent renewal periods or other reasonable license fees that may be negotiated between the parties.

Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in force and effect. All terms, covenants and conditions of the original Agreement and any amendments issued thereto shall remain in full force and effect, except to the extent herein amended.

In Witness Whereof, the parties have caused this Amendment No. 2 to County's Agreement SS8298-4/14 to be executed by their duly authorized representatives as of the last date indicated below.

SAS Institute Inc.:

By: *Kevin Farrell*

Name: Kevin Farrell



Title: Contracts Manager

Date: February 28, 2014

Attest: *Sara S. VanPiper*
Asst. Corporate Secretary

Miami-Dade County:

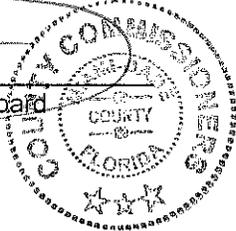
By: *Carlos A. Gimenez*

Name: Carlos A. Gimenez

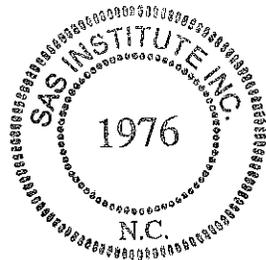
Title: Mayor

Date: 6/16/14

Attest: *[Signature]*
Clerk of the Board



Corporate Seal



Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney