

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is effective this 15th day of December, 2015 (the "Effective Date"), between SAS Institute Inc., 100 SAS Campus Drive, Cary, North Carolina 27513 USA ("SAS"), and Ľudovít Štúr Institute of Linguistics, Slovak Academy of Sciences, as owner of the data, having a principal place of business at Panská 26, 811 01 Bratislava, Slovakia ("Licensor").

For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereby agree as follows:

1 **License.** As used herein, the term "Licensed Materials" means collectively, the Item 1 Licensed Materials and the Item 2 Licensed Materials, as hereinafter defined.

1.1 SAS and its Related Entities (collectively "SAS Group") are hereby granted a perpetual, non-exclusive, transferable, royalty-free, fully paid-up, sublicensable, worldwide license in and to the Slovak language database more specifically described on Exhibit A, Item 1, attached hereto and incorporated herein by reference ("Item 1 Licensed Materials"). For the avoidance of doubt, the license granted hereby shall include, without limitation, the right to use, modify, exploit, merchandise, license, sublicense, and publish the Item 1 Licensed Materials or any part thereof in any form, whether modified or unmodified, and in any and all media, whether now known or hereafter devised, throughout the world, in all languages, as SAS Group in its sole reasonable discretion shall determine. A "Related Entity" is a separate legal entity that is controlled by, is under common control with, or controls SAS. "Control" means ownership of more than fifty percent (50%) of the voting stock or assets of an entity. All granted rights defined in this article are applicable for Licensed Materials integrated into SAS products, not for Item 1 Licensed Materials as open (standalone) databases.

1.2 SAS Group are hereby granted a perpetual, non-exclusive, non-transferable, royalty-free, fully paid-up, non-sublicensable, worldwide license in and to the manually annotated Slovak language texts more specifically described on Exhibit A, Item 2 attached hereto ("Item 2 Licensed Materials"). For the avoidance of doubt, the license granted hereby shall include the right to modify and use the Item 2 Licensed Materials or any part thereof in any form, whether modified or unmodified, and in any and all media, whether now known or hereafter devised, throughout the world, in all languages, for internal use by SAS Group only.

2. **Compensation.** As full and complete consideration for the rights granted herein, SAS shall pay Licensor as 5,500 EUR (exclusive of VAT), payable within thirty (30) days of receipt of an accurate invoice for the Licensed Materials, provided Licensor has provided the information necessary to register Licensor in SAS' supplier system. Such invoice must have a December 2015 date. The parties will begin the process to establish Licensor as a registered supplier as soon as possible following the Effective Date. Licensor agrees to complete the necessary forms in order to receive payment. Invoices should be directed to SAS Institute Inc., Attn: Accounts Payable, PO Box 610, Cary, NC 27513.

3. **Warranties.** Licensor represents and warrants that:

3.1 The Licensed Materials are original to Licensor.

3.2 Licensor is the owner of the Licensed Materials; has not granted or assigned any exclusive rights in the Licensed Materials; and has the right to execute this Agreement.

3.3 The Licensed Materials do not and will not violate or infringe upon the trademark, trade name, trade secret, copyright, patent, artistic, personal, civil, or property rights, right of privacy, right of publicity, or any other right of any person, or constitute a libel or slander of any person.

4. **Indemnification.** Licensor agrees to indemnify and hold harmless SAS Group, and any sublicensees of the Licensed Materials ("Publishers"), from any damages, costs or settlement amounts, including, but not limited to, reasonable attorneys' fees incurred by SAS Group or any Publishers or for which SAS Group or any Publishers may become liable arising out of or relating to any suit or proceeding brought by a third party against SAS Group or any Publishers insofar as such suit or proceeding is based upon a claim by such third party alleging facts or circumstances that, if true, would constitute a breach of any representation or warranty of Licensor set forth in this Agreement, or based upon any other claim of wrongdoing by Licensor.

5. **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 4 AND DAMAGES ARISING FROM OR RELATING TO PROPRIETARY RIGHTS VIOLATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ACTUAL, DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM ANY

CLAIM OR ACTION HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, CLAIMS AGAINST A PARTY BY A THIRD PARTY

6 Notices. Every notice or other communication required or contemplated by this Agreement by either party shall be delivered either by (i) personal delivery (including internationally-recognized overnight courier delivery which requires signed receipt for delivery), (ii) certified or registered mail (postage prepaid, return receipt requested), or (iii) confirmed facsimile (a facsimile transmission for which the proper answer back has been received) with a copy deposited in first class mail (postage prepaid) within twenty-four (24) hours after such transmission, addressed to the party for whom intended at the address first above written or at such other address as the intended recipient previously shall have designated by written notice to the other party. Notice by mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Agreement delivered in person or sent by confirmed facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given. All notices to SAS shall be directed to the attention of its General Counsel

7. General. This Agreement shall be deemed to have been entered into and shall be governed by and construed in accordance with the laws of the United States of America and the State of North Carolina, without regard to choice of law provisions. This Agreement shall be binding on the parties and upon their respective heirs, administrators, successors and permitted assigns. The complete, exclusive, and final statement of the agreement between the parties relating to the subject matter hereof shall consist of this Agreement only. This Agreement supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof and may not be modified except in a writing signed by the parties. The failure of the parties hereto to enforce or the delays by either party in enforcing, any of their rights under this Agreement shall not be deemed to be a waiver by the parties of any of their rights under this Agreement. If any part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the remaining provisions hereof.

The parties acknowledge they have read this Agreement, understand it, and agree to be bound by its terms and conditions.


IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Accepted by

Ludovít Štúr Institute of Linguistics, Slovak Academy of Sciences

SAS INSTITUTE INC.

By *Brónislava Čižochová*  
Authorized signature  
BRONISLAVA ČIŽOCHOVÁ  
Name (type or print)  
2021356601  
SSN or Tax ID#  
On 11. december 2015  
Date

By *Patricia L. Brown*  
Authorized signature  
 Patricia L. Brown  
VP & General Counsel  
Global IP and Corporate Affairs  
SAS Institute Inc.  
Title  
On December 10, 2015  
Date

*PBS*