

INFORMATION RELEASE AGREEMENT
for
USER PUBLISHING PROGRAM

The Author(s) (identified below and collectively referred to as "Author") has requested SAS Institute Inc. ("Institute") to evaluate the attached book or article proposal and any other submissions made to Institute relating thereto (collectively, "Proposal") for possible publication by Institute. In consideration of this evaluation and other good and valuable consideration, Author hereby agrees that the Proposal shall be subject to the terms and conditions of this Information Release Agreement for User Publishing Program ("Agreement").

1. Author represents and warrants that at all times relevant hereto:

1.1 Author has full power to execute this Agreement.

1.2 The Proposal is wholly original to Author or, if any copyrighted materials are included, permissions to include such materials have been obtained from the owner(s) of the copyrighted materials and are attached hereto as a part of the Proposal.

1.3 The Proposal does not and will not violate or infringe upon the trademark, trade name, copyright, patent, artistic, personal, civil, or property right, right of privacy, right of publicity, or any other right of any person, or constitute a libel or slander of any person.

2. No confidential relationship between Author and Institute is established by the submission of the Proposal.

3. Author understands and acknowledges:

3.1 Institute is engaged in, and continues to invest considerable time and money in, an active research and development program for the development of new products and services as well as improvements and enhancements to existing products and services. Some of these products and services may have ideas, functions, features, or other aspects that are similar or identical to those discussed in the Proposal.

3.2 Other persons may have submitted to Institute, or may in the future submit, material which is similar or identical to the Proposal. Author agrees that Author will not be entitled to any compensation because of Institute's use of such other similar or identical material not created by Author.

3.3 Disclosure to Institute of information that is considered by Author to be confidential could have an adverse impact on Institute's rights in products or ideas arising out of Institute's research and development program. Author hereby acknowledges that the Proposal is not considered confidential.

4. Institute will not be obligated to pay any compensation for the Proposal. Institute will evaluate the Proposal in its sole discretion. If Institute accepts the Proposal for publication, the parties shall sign a separate agreement setting the terms for such publication. Should Institute decide not to publish the Proposal, Institute shall have no obligation to give its reasons for such decision.

5. The parties agree to submit disputes arising hereunder to non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules then in effect before filing lawsuits. Each party will bear its own cost of mediation; provided, however, the cost charged by the AAA and the mediator will be borne equally by the parties. The mediation shall be conducted in Cary, North Carolina, U.S.A. The parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when (a) a written settlement agreement is executed by the parties, (b) the mediator concludes and informs the parties in writing that further efforts to mediate the dispute would not be useful, or (c) the parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either party may withdraw from the mediation proceeding without liability in the event such proceeding continues for more than thirty (30) days from the commencement of such proceeding.

6. **Limitation of Remedies.** This Agreement shall not be specifically enforceable in equity; nor shall any injunction be applied for or issued in case of dispute or alleged breach of this Agreement. Author shall have only a right of action for damages based upon a claim of copying of the Proposal. In no event shall Author bring an action more than two (2) years following the effective date of this Agreement.

7. **Limitation of Liability.** Author agrees that Institute's liability(ies) hereunder for damages shall not exceed ten percent (10%) of the first year's cash receipts from any product found by a court of competent jurisdiction to be the result of copying the Proposal, after deductions for printing, production and promotional costs. In no event will Institute be liable for consequential damages even if Institute has been advised of the possibility of such damages.

8. Author shall have the right to refuse any offer made by Institute and to submit the Proposal to other publishers subsequent to submission to Institute.

9. This Agreement shall be deemed to have been entered into and shall be governed by the laws of the State of North Carolina, U.S.A. both as to performance and as to interpretation, without regard to choice of law provisions. This Agreement may not be modified except in writing signed by both parties.

10. If any part of this Agreement is held unenforceable or invalid, the remaining provisions shall remain in full force and effect.

11. This Agreement shall be binding on the parties and upon their respective heirs, administrators, successors, and permitted assigns. This Agreement may not be assigned by Author without the prior written permission of Institute.

12. Nothing contained in this Agreement shall be construed as creating any obligation or an expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between Institute and Author, it being understood that Institute and Author are independent contractors with respect to one another. Except as specified herein, no

party shall have the right, power, or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.

The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree the complete, exclusive, and final statement of the agreement between the parties relating to the subject matter shall consist of this Agreement only. This Agreement supercedes all communications, oral or written, between the parties relating to this subject.

Effective this _____ day of _____, 200__.

Author:

SAS Institute Inc.

By _____
Authorized signature

By _____
Authorized signature

Name (type or print)

Name (type or print)

Title

Title

On _____
Date

On _____
Date

Author:

By _____
Authorized signature

Name (type or print)

Title

On _____
Date