

SAS USAGE AGREEMENT for Faculty/Staff
SAS Education Analytic Suite (EAS) for Administrative Use

- 1) As defined by SAS, this software can only be used for purposes directly related to operations as a post-secondary degree granting institution. This includes institutional research and any such use related to reporting about the University to the University. Such software may be used by the customer's administrative employees (including faculty performing administrative duties) for such administrative purposes.
- 2) Use of the Software is governed by the License Agreement entered into by SAS Institute Inc. and Virginia Polytechnic Institute and State University (Virginia Tech). The terms and conditions of that License Agreement apply to my use and are incorporated into this Agreement. I can, upon request, obtain a copy of that License Agreement from Virginia Tech.
- 3) The Software is the copyrighted property of SAS Institute Inc. Neither I, nor Virginia Tech, own the software or any copies, thereof which are being provided to me. Virginia Tech licenses the Software and annually pays a license fee in order to make a limited number of copies available for use by employees, faculty and registered students. I agree to use the Software for academic purposes only and understand that any commercial or profit-making use of the Software is strictly prohibited. I agree to use the software only in the United States. I also agree to annually pay the price of the license.
- 4) Source code underlying the object code provided with the Software is a trade secret of SAS and its licensors, which I am not authorized to access. I will not reverse assemble, reverse engineer or decompile the Software or otherwise attempt to access such source code.
- 5) I will not make copies of the Software for distribution and will not permit access to the Software by others. Except for installation on the machine licensed herein, I will not reproduce nor permit reproduction of the SAS software in any form. This license may not be assigned, sublicensed, or otherwise transferred.
- 6) If I violate the terms of this Agreement, Virginia Tech has the right to take disciplinary action against me and SAS Institute Inc. has the right to take legal action against me.
- 7) I agree to remove SAS from the licensed machine upon termination of my employment at Virginia Tech, or if this individual license is not renewed.
- 8) SAS Institute and Virginia Tech shall not be liable for any loss or damage arising out of the use of the materials provided under this agreement, whether such loss or damage be direct, indirect, consequential, special or otherwise. Further, SAS Institute shall not be obligated to indemnify the user in any manner for any loss which the user may experience, of any kind or nature, arising out of the use of the materials.
- 9) SAS INSTITUTE AND VIRGINIA TECH MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE WARRANTY OF FREEDOM FROM THE RIGHTFUL CLAIMS BY WAY OF INFRINGEMENT AND THE LIKE, AND ANY WARRANTY AS TO ACCURACY.

I understand that each license I purchase may be installed on only one machine, and that my department is responsible to track the licenses and keep accurate records for audit purposes.

Name (please print)	PID
User Signature	Date Accepted
# of licenses installed on home use computers	

-----**IMPORTANT**-----

PLEASE PROVIDE THE NAME AND PID FOR THE PERSON THAT WILL INSTALL SAS FROM THE NETWORK SERVER:

NAME _____ **PID** _____