

SAS - STUDENT USE AGREEMENT
SAS Education Analytic Suite (EAS) for **Teaching and Research**

In exchange for granting me as a registered student the right to possess and use a copy of the copyrighted Institute Program Products on personal computers or workstations (hereinafter "Software"), I agree that:

- 1) 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.
- 2) 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 only use the software in the United States. I also agree to annually pay the price of the license.
- 3) 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.
- 4) 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.
- 5) 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) Upon completion of my studies or when I am no longer a student or when requested to do so for any reason by SAS Institute Inc. or Virginia Tech, I will delete any copies resident on hardware within my control that are not university owned machines.
- 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 have read this Agreement, understand it, and accept its terms.

STUDENT:

Authorized Signature

Name (type or print)

Student ID #

Date