



SAS

APPLICATION FORM for LEASED SITE LICENSE SOFTWARE

FOR INFORMATION SERVICES AND TECHNOLOGY USE ONLY

User agreement number _____

Registered faculty, staff, and students of the University of Manitoba may lease a copy of SAS from Information Services and Technology, subject to the terms and conditions of the University of Manitoba license for the SAS Software. The software cannot be distributed until both this application and a completed End-User Agreement Form have been received by Information Services and Technology.

Forms should be sent to: Software License Administrator
123 Fletcher Argue
Email: servicedesk@umanitoba.ca
Phone: (204) 474-8600

TYPE OF INSTALLATION: (Please check one)

- University Equipment. Number of workstations: _____
- Employee's privately owned equipment.
- Student's privately owned equipment.
- Departmental teaching lab. Number of workstations: _____
- Dept. or Faculty LAN container. Number of concurrent users: _____

APPLICANT:

Name: _____

Employee or Student No: _____

Department: _____

Faculty: _____

Email Address: _____

I am currently a bona fide employee or student of the University of Manitoba and I certify that the information provided in Sections B and C above is correct. I am aware that my application for access to this software will not be complete until I have read and signed the end-user agreement prepared by the SAS Inc. for the use of this product. I understand that should I not sign the end-user agreement I will be refunded for any portion of the fee paid for this application.

APPLICANTS SIGNATURE: _____

DATE: _____

ANNUAL FEES – INDIVIDUAL LICENSES: (a renewal notice will be sent to the applicant each August)

Full year - Sept 1 to August 31	\$100 per computer	\$ _____
If purchased after January 1	\$ 70 per computer	\$ _____
If purchased after May 1	\$ 40 per computer	\$ _____

ANNUAL FEES – TEACHING LABS: (A Lab is defined as a minimum of 10 machines dedicated to coursework)

Full year - Sept 1 to August 31	\$ 20 per computer	\$ _____
Full year - Sept 1 to August 31 (access restrictions must be enforced)	\$ 75 per computer	\$ _____

INSTALLATION FEES: Installation DVD's are not included in the licensing fees. Multiple installations can be done with one copy as long as all installations adhere to the terms specified on page 1 of this form. Software installation is also available from I.S.T.'s Software Distribution site via the network. Please contact the Service Desk or your departmental representative for information.

I.S.T. Software Distribution \$(no charge)

DVD Set _____ copies x \$25 = \$ _____

PAYMENT METHOD: (please complete 1, 2, or 3)

1. FOAP Number: _____

If your fund starts with '3' and is research funded please identify how the request is related to the research project tied to that Grant number:

Signing authority:

Name: _____ Phone: _____

Signature: _____ Date: _____

2. Cheque payable to "University of Manitoba"

3. Contact Software License Administrator (204) 474-7226 to pay with Credit Card

DISTRIBUTION

Pick up from 123 Fletcher Argue:

Campus Mail to address given above:

TO BE COMPLETED BY INFORMATION SERVICES AND TECHNOLOGY

IDC or Receipt #: _____ Date: _____

SAS USER AGREEMENT

One copy of this form is required for each stand-alone computer. Send the User Agreement to Information Services and Technology with the Application form.

SAS product (s):

Type of agreement: 1) On-campus Use
2) Home Use

APPLICANT: _____
(Please print)

In exchange for granting me as an employee or student of the University of Manitoba the limited right to use a copy of a SAS product I acknowledge and agree to the following terms:

1. LICENSE RESTRICTIONS: Use of the SAS product is governed by the License Agreement entered into by SAS Institute and the University of Manitoba. The terms and conditions of that License Agreement apply to my use and are incorporated into this agreement.
2. OWNERSHIP : Neither I nor the University of Manitoba own the SAS programs or any copies thereof which are provided to me.

The programs are licensed proprietary, copyrighted property owned by SAS Institute Inc. for which the University of Manitoba annually pays a license fee to enable it to make a limited number of copies available for use by paid employees and registered students in degree – granting programs.

3. USE: ANY COMMERCIAL OR PROFIT-MAKING USE OF THE PROGRAMS IS STRICTLY PROHIBITED. I will not make the programs available on a time-sharing rental or other basis not authorized by this agreement
4. SINGLE WORKSTATION AUTHORIZATION: This agreement authorizes only the single workstation described below to access the SAS program. A separate agreement is required for each workstation.

A “single workstation “is defined here as any device from which the SAS programs can be accessed. Where networks of intelligent and non-intelligent terminals are used, each terminal shall count as a separate single user workstation.

5. SINGLE COPY: I shall not install SAS on any equipment other than that licensed here.
6. LIABILITY: If I violate the terms of this agreement, the University has the right to take legal and disciplinary action against me, and SAS Institute Inc. has the right to take legal action against me.
7. COPY PROTECTION: I will not make any copies of the SAS program for distribution to others or otherwise, except to install onto the hard disk unit of the machine specified in this agreement. I will not remove the internal copyright and proprietary notices.

8. ACCESS LIMITATIONS: I will not allow access to the SAS programs by anyone except employees of the University of Manitoba or registered students in degree-granting programs. I will ensure that employees or students whom I allow to access the programs have signed a similar user agreement, copies of which I can obtain from Information Services and Technology. The signed use-only agreements will be kept on file by the controlling owner of this agreement and will be provided to Information Services and Technology on request.

I will review the agreement points with these users and ensure to the best of my ability that SAS Institute Inc.'s proprietary rights are not violated.

9. EXPORT RESTRICTIONS: I will not take the SAS programs to any location outside of Canada and the United States of America without first having an International Short-Term Use Authorization executed by the University of Manitoba and SAS Institute.
10. TERM OF AGREEMENT: User agreements are renewable each year on the anniversary date of December 31. They shall be in effect for a period of one year, so long as the over-riding agreement between the University of Manitoba and SAS Institute is not terminated.
11. TERMINATION PROCEDURE: Upon termination of my employment with or completion of my studies with the University of Manitoba, or when requested to do so for any reason by the University or by SAS Institute, I will delete any copies of SAS programs resident on hardware under my control and return any copies of the programs provided to me by the University.
12. I WILL NOT REVERSE ENGINEER OR DECOMPILE THE PROGRAM.
13. I understand that the following Warranty and limitation of Liability provisions apply:

- a) Warranty:

SAS Institute Inc. warrants that the licensed software will conform to published specifications, if any, when shipped to the University of Manitoba. It is the user's responsibility to determine machine compatibility when using non-IBM hardware. Continued or future compatibility with non-IBM hardware is not guaranteed. The foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

- b) Limitation of Liability:

It is agreed that SAS Institute Inc.'s liability hereunder for damages, regardless of the form of the action, shall not exceed the most recent yearly charges paid by the educational institution for the particular licensed software product involved.

It is further agreed that SAS Institute Inc. will not be liable for negligence or any lost profits, or for any claim or demand by any other party.

In no event will SAS Institute Inc. be liable for consequential damages.

I have carefully read the above statement and I understand that by taking possession of SAS products, I agree to abide by the above restrictions and that my failure to do so may result in university disciplinary proceedings being brought against me. Further, I understand that the University of Manitoba has assigned any and all causes of action against me for violation of this agreement to SAS Institute Inc., which may subject me to legal persecution for such violation.

I ATTEST THAT I AM PRESENTLY A BONA FIDE EMPLOYEE OR STUDENT OF THE UNIVERSITY OF MANITOBA.

COMPUTER LICENSE:

I apply to use the software from the following computer to which I can control access:

COMPUTER SERIAL NUMBER: _____

SERVICE TAG NUMBER: _____

PHYSICAL LOCATION/ADDRESS: _____

I will notify Information Services and Technology if this equipment is relocated.

AGREED TO:

By _____
(Signature)

Name _____
(Please print)

Date _____