

License Agreement

PASS 2022 License Agreement

Important, read this agreement carefully: The PASS Power Analysis and Sample Size software program is licensed by NCSS, LLC to customers for their use only on the terms set forth below. Your purchase and/or use of PASS indicates your acceptance of these terms. If you do not agree to all of these terms and conditions, do not use or access the software.

1. LICENSE.

1.1 Grant of License. NCSS, LLC hereby agrees to grant you a non-exclusive license to use the PASS software program subject to the terms and restrictions set forth in this License Agreement.

1.2 License Key. NCSS, LLC shall issue the Customer a license key by email or courier. The license key authorizes the Customer to use the software according to the terms of the purchase.

1.3 Licenses.

(a) Single-User License. A Single-User license is for a named individual who is identified as the only Authorized User. This user is not permitted to re-assign, transfer, or sublicense the software, except as described in Section 5, Transfer. This user may install and use the software on up to three computers, as long as the single-user Customer is the sole user of the software. If the computer on which this Software is loaded is attached to a network, this Software must not be accessible by any other user on such network. Single-user licenses may not be installed or used in a virtualized environment in order to or in a manner that circumvents the single user license type.

(b) Multiple-User License. A multiple-user license is equivalent to a defined number of individual single-user licenses as set forth in 1.3 (a) and the corresponding single-user license agreements apply. The number of users in a multiple-user license is determined at the time of the purchase of the multiple-user license. PASS software is designed for use with a Windows operating system. Multiple-user licenses may be capable of being used in some virtualized environments, but not all virtualization methods may be supported. The use of licenses with virtualized environments will be at the Licensee's own risk.

(c) Site License. A site license grants all individuals within a department, institution, company, or other group, as defined at the time of the purchase, to use the PASS software on individual computers, or through a server or network. The site may be institutional, geographic, or both, depending on the agreement made at the time of purchase. Users of the PASS software within the site are not permitted to re-assign, transfer, or sublicense the software outside the defined "Site".

2. TERM AND TERMINATION.

2.1 Term. If the license period is for a fixed term, this agreement will commence on the effective date (usually the date of purchase) and shall continue until the expiration of the license period. If the license is a perpetual license, the license continues indefinitely unless terminated by breach of the agreement.

2.2 Termination. The rights and license to use the PASS software is terminated when either the expiration of the license occurs, or if the customer breaches the terms of this agreement.

License Agreement

3. **COPYRIGHT.** PASS and its documentation are copyrighted. You may not copy or otherwise reproduce any part of PASS or its documentation, except that you may load PASS onto a computer as an essential step in executing it on the computer.
4. **RESTRICTIONS.** The Customer is not permitted to, nor permit any person to (a) disassemble, reverse engineer, de-compile, decrypt, or otherwise attempt to reconstruct or discover the source code of the PASS software; (b) modify, translate, or create derivative works of the PASS software; (c) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the PASS software; (d) embed the PASS software in any third-party applications, unless otherwise authorized in writing in advance by an officer of NCSS, LLC.
5. **TRANSFER.** Neither PASS nor its documentation, in whole or in part, may be copied, modified, transferred, or translated without written permission from NCSS, LLC, or except as expressly provided for in this agreement. A PASS license owner may transfer the license of PASS and its documentation, provided that the transferee agrees to be bound by the terms of this License Agreement. With one exception, PASS licenses may not be transferred more frequently than once in twelve months. The exception occurs when the licensee terminates employment at the institution or company. Provided the current licensee does not take the license with him or her, that is, discontinues use of or access to the PASS software, the license may be transferred to another individual, bound by the terms of this agreement, even when it is within twelve months of a purchase or previous transfer.
6. **ANTI-PIRACY.** Software piracy is illegal and NCSS, LLC and its affiliates reserve the right to take all legal steps to stop piracy of their products and pursue those who take part in these activities. As part of these anti-piracy efforts, the Software may contain security mechanisms intended to detect the installation or use of illegal copies of the Software and collect and transmit data relating to those illegal copies, and installation or use thereof, to NCSS, LLC and/or its affiliates, and/or their agents, contractors, suppliers, successors and assigns. PASS may use your internal network and Internet connection for the purpose of transmitting license-related data at the time of installation, registration, use of or update to the Software, and for validating the authenticity of the license related data in order to register your Software and protect NCSS, LLC against unlicensed or illegal use of the Software. By installing or using the PASS Software, Customer agrees to such detection, collection and transmission, as well as to the use of such data, for the purposes of identifying illegal usage and protecting and enforcing intellectual property rights.
7. **NO WARRANTY OF PERFORMANCE.** NCSS, LLC does not and cannot warrant the performance or results that may be obtained by using PASS. Accordingly, PASS and its documentation are licensed "as is" without warranty as to their performance, merchantability, or fitness for any particular purpose. The entire risk as to the results and performance of PASS is assumed by you. Should PASS prove defective, you (and not NCSS, LLC nor its dealer) assume the entire cost of all necessary servicing, repair, or correction.
8. **LIMITATION OF LIABILITY.** Neither NCSS, LLC nor anyone else who has been involved in the creation, production, or delivery of PASS shall be liable for any direct, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or benefits, resulting from the use of PASS or arising out of any breach of any warranty. Some states do not allow the exclusion or limitation of direct, incidental, or consequential damages, so the above limitation may not apply to you.

License Agreement

9. **YOUR USE OF PASS ACKNOWLEDGES** that you have read this customer license agreement and agree to its terms. You further agree that the license agreement is the complete and exclusive statement of the agreement between us and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

NCSS, LLC, Kaysville, Utah, USA