Finish First NC Terms of Use and License Agreement
Updated August 22, 2022

Terms of Use

1. Purpose and Copyright. Wake Technical Community College (Wake Tech) grants your institution a license to use Finish First NC (FFNC) for the purpose of analyzing large volumes of student transcripts against your college's program requirements to determine potential degree or credential completers. The institution granted access to use FFNC is expected to use it in accordance with the License Agreement below. Wake Tech expressly reserves and retains copyrights and all other rights (including but not limited to intellectual property rights) that these Terms of Use and the License Agreement do not expressly grant to you. The FFNC program may create data output files derived from your institution's input data. The contents of such data files and your institution's input data are not deemed to be a part of the program, and these contents and your institution's input data will remain the property of their respective owners.

2. Distribution of Product. The FFNC program files may be shared with any employee at your institution, but are prohibited from being shared with individuals who are not employed with your institution. Failure to comply with the FFNC Terms of Use or License Agreement may result in revocation of your license.

3. Product Version, Upgrades and Updates. The FFNC data tool you are receiving will be the final version of the software your institution will receive from Wake Tech, unless otherwise stated in writing. Wake Tech makes no commitment to perform updates of the program requirements files (program of study catalog updates), or to offer or configure additional features or updates of the FFNC tool.

4. User Responsibility and Troubleshooting. After September 15, 2022, Wake Tech makes no commitment to provide updates or technical, troubleshooting or implementation support for your institution's use of the Finish First NC data tool. Your institution assumes all responsibilities for using the FFNC data tool and outputs, including the following:
   a. Implementation: After September 15, 2022, Wake Tech will no longer provide support for the FFNC data analytics tool in any capacity. This means that members of Wake Tech's Finish First NC team will not be available to provide: (1) updates to the FFNC data tool as your program requirements change, (2) troubleshooting assistance for technical errors encountered while using the FFNC data tool, or (3) guidance for using or implementing the FFNC data tool among stakeholders at your institution, including new personnel. Any issues encountered must be resolved by end users. To mitigate implementation risks, ensure that: (1) no fewer than two individuals at your college are aware of your FFNC procedures and file locations at all times in the event of staffing changes, and (2) the personnel at your college who own all FFNC processes document these processes, keep them updated, and grant access to the documentation to other pertinent stakeholders.
   b. Output Data: Any changes made to your college's program requirements/program of study catalog after your current FFNC tool is transmitted to you would not subsequently be reflected in FFNC outputs. While results would continue to be generally usable in this instance, it is advisable to closely review outputs, particularly of the changed programs, during your data validation process to verify identified credentials.
   c. Technical Errors: Any technical errors encountered during the course of using FFNC after September 15, 2022 must be resolved by the end user. To mitigate risks of errors occurring or impacting FFNC use: (a) carefully follow written/video instructions for running the FFNC data tool and the required Informer reports, and (b) if necessary, re-install the most recent FFNC data tool sent to points of contact.

5. No Warranty. Wake Tech provides the Finish First NC license as is and makes no warranties or representations that the data tool is free of errors or defects, or that it adequately performs the functions it is intended to

perform. The licensee institution shall test the data tool to ensure its acceptability for the licensee's purpose prior to putting the data tool in productive use.

4. Distribution of Materials. Instructional or technical materials pertaining to Finish First NC (such as the companion or user guide, instructional videos, and videos marked "unlisted" on the FFNC YouTube channel) may be shared with FFNC users who are employed by your institution, but may not be distributed to any individual not employed by your college. Informational materials containing information widely or publicly available pertaining to Finish First NC (such as brochures, flyers, informational videos or content available on the Finish First NC Web site) may be distributed to individuals at will.

License Agreement

By using Finish First NC, you agree to the following terms for the duration of your access to the data tool and thereafter:

- Finish First NC is provided by Wake Technical Community College free of charge and as is;
- This license for use is granted only to the intended institution and to no other party;
- The end-user agrees to not sell the software or source code to any person or entity;
- The end-user agrees to not transfer or distribute the software or source code to a third party;
- The end-user agrees to not change/reverse engineer the Finish First NC programming code;
- The end-user agrees to not extract or copy the Finish First NC programming code to create derivative products;
- All users at the institution will be made aware of and will comply with the FFNC Terms of Use and License Agreement;
- By using Finish First NC, the end-user agrees to this License Agreement.