Student Computer License Agreement
Terms and Conditions

January 2016

Throughout this agreement, Morrisville Auxiliary Corporation Shall be referred to as MAC

By accepting possession of the laptop computer, peripherals and software ("equipment" and any replacement equipment), I (the student) agree to the following terms and conditions:

I do not own the equipment until I have made the final payment; I only have a "license" to use it.

The term of this agreement shall be from the date of issuance and my acceptance of the equipment, until the termination date as hereinafter defined. For the purposes of this agreement, the termination date shall be the date of the day prior to my graduation or the date I no longer attend Morrisville State College for any reason other than graduation. Notwithstanding the above terms, MAC reserves the right to revoke this license agreement at any time upon notice to me. When I am ready to leave Morrisville State College I will need to stop by the Help Desk to have my Microsoft software properly provisioned or it will stop working. If I become a Morrisville graduate my system will be configured so I can continue to use my Microsoft software after I leave campus and my license to use the Microsoft software on my computer will be perpetual. Backup copies of the software can be purchased, at media only cost, at the Technology Center. If I am leaving Morrisville State College before graduation I will have to have Microsoft Office removed from my system and my version of Windows will need to be configured so it will operate properly after I leave campus.

If I fail to return or purchase the equipment by the termination date, I understand that I may be subject to criminal prosecution and/or civil liability, and I will be assessed the full replacement cost of the equipment, collection fees, and late fees. For every week I am no longer registered as a Morrisville student a prorated charge will be applied for the use of the equipment. Upon returning the equipment I am required to have all consumables in like new condition, including batteries.

Returning of equipment after the contract end date does not remove the financial obligation of the contract. If I return the equipment before the contract end date I am still responsible for all contract payments incurred up to the return date. After the contract end date MAC will make reasonable attempts to contact me to retrieve my equipment. Equipment left with MAC 3 months after the contract end date will be considered abandoned. Abandoned equipment will be allocated or disposed of at MAC’s discretion.
Throughout this agreement, I shall use the equipment in accordance with MAC and Morrisville State College policies for appropriate use of equipment and resources. Commercial use of this equipment is prohibited. No right, title or interest in the equipment shall pass to me by virtue of this agreement. The equipment is for my sole use and may not be lent to or left in the custody of other persons. Likewise, it may not be sold or otherwise pledged or transferred without the written consent of MAC.

I understand that all repairs and upgrades (hardware/software) must be made through MAC or the Morrisville State College Help Desk only and that no user repairs or outside third-party services or repairs are authorized or permitted. I will not perform any hardware upgrades, until the equipment is paid in full to MAC and ownership has been transferred to me.

I shall not disassemble the equipment for any reason. I understand I will be liable for all alterations, additions, and any software changes made to the equipment not performed by MAC or the Morrisville State College Help Desk.

I agree to return the equipment to MAC in the same condition as I received it at the beginning of this agreement, less reasonable wear and tear. MAC and Morrisville State College have the sole discretion to recall the equipment prior to the final return date for inventory and inspection for serviceability. I agree to respond to this request within 48 hours of the receipt of the recall.

I understand that any incidence of theft of the equipment must be immediately reported to the police jurisdiction where the theft occurred and MAC must be provided a copy of the theft report, no later than 24 hours after the theft is discovered.

I agree NOT to permit the equipment to be used in violation of any law, permit the equipment to be operated in a reckless or abusive manner, or tamper with any hardware within the equipment. I shall comply with all applicable copyright and other regulations regarding the software.

I assume and shall bear the risk of loss, damage, theft or destruction, partial or complete, of the equipment, except normal wear and tear, from and after the date of delivery to me until the equipment is returned to MAC. I agree to pay MAC for any missing equipment or any equipment damaged beyond repair and repair costs for damaged but reasonably repairable equipment, as well as for parts that are missing from the returned laptop. Repair costs for a damaged, but reasonably repairable equipment, shall be the actual cost for the repair. MAC will charge me for such damage in accordance with MAC policies and the amounts charged to me may exceed the estimated value of the equipment.

I understand a $250 insurance deductible applies for any damage not covered under the manufacturer’s warranty and accidental damage protection program (determined by model purchased) from the original date of purchase. If damage is determined by Lenovo to be intentional no deductible will apply and I will be responsible for the entire cost of the repair or laptop, whichever is less. The deductible is only available for the term on the licensing contract. MAC encourages me to investigate insurance options before the contract end date, including a homeowner’s insurance rider.

Fees assessed for any damage not covered under warranty or protection is non-refundable and non-transferable. Fees assessed for lost equipment will not be refunded even if the equipment is found and returned at a later time. I also consent to transcripts being withheld if payment is not received. The $250 insurance deductible is only available for 30 days from the date of the incident.

I understand and agree that the laptop batteries are only warranted for a period of one year from the original date of purchase. If I am licensing a previously used system, the
battery may already be out of warranty and MAC is selling the battery as is.

Except for the warranty provided as stated above, MAC does not make, and disclaims, any and all warranties, whether oral or written, express or implied, including without limitation warranties of merchantability and fitness for a particular purpose. Notwithstanding any provisions to the contrary and in no event shall MAC be liable for any consequential or special damages with respect to any aspect of the equipment or its use or operation.

I acknowledge, that by signing the license agreement, that the equipment is provided by MAC to aid and to further my education at Morrisville State College. Any information or data not related to my coursework or education at Morrisville State College may be deleted from the equipment by the Morrisville State College Help Desk. I acknowledge that MAC and Morrisville State College are obligated to turn any information or files found to violate Civil or Criminal Laws over to the proper authorities and by signing this agreement I authorize release of this information.

I willingly accept the Microsoft campus agreement for student users and understand that it is indeed valid for the Microsoft products listed below, which shall be referred to collectively herein as the “Software”. Software is made available to me because MAC has purchased license coverage for the Software through Microsoft Campus Agreement 3.5 Subscription Student Option. MAC is extending to me the right to use the Software on a personally-owned computer or an institution-owned computer designated for my exclusive use. I do not own the license or the CDs; rather I am leasing the license and CDs from MAC for the term of the agreement. I will be required to remove the software from my personal machine when I am no longer a student of the institution, unless I graduate or the Campus Agreement 3.5 Subscription term expires. If I graduate during the agreement term, the Software license will convert to a perpetual license meaning I own the Software.

I am granted the right to use the following Software products per the term of the Campus Agreement 3.5 Subscription Student Option:

Office Enterprise
Windows Operating System

If I do not notify MAC and the Morrisville State College Registrar Office of my change in address or change in status as a Morrisville State College student, this license agreement will be revoked.

MAC shall not be liable for any indirect, special or consequential damages arising out of the license agreement. I agree to indemnify and hold harmless MAC from any and all losses or damages caused or arising from my use of the equipment. This indemnification shall include any cause of action, loss or damage arising from the hardware, software and/or data included in the equipment.

I will examine the equipment licensed and agree that it is in good condition and repair except as documented on the License Agreement. I agree to return the equipment in the condition received. MAC will repair or replace, at MAC’s option, all defective equipment licensed to me only during the initial Term of the Manufacturer’s Warranty Agreement with MAC. For the purposes of this agreement, defective equipment is any equipment that fails to operate in accordance with the owner’s manual unless such failure is due to damages that are caused by me or my failure to properly maintain the equipment.

In the event I default under the terms of this agreement, or in the event MAC is required to retain the services of an attorney to collect the sums due under this agreement, I shall be responsible for all attorneys’ fees, court costs, disbursements and other reasonable expenses incurred by MAC.
This agreement shall not be changed or modified unless in writing and signed by the parties hereto.