

Fall 2008 SNAP Acquisition Agreement

This Agreement dated September 1, 2008 is between University at Buffalo ("UB('s)" or "Lender") and UB Student ("Student"). By signing this Agreement Student acknowledges receipt, understanding and acceptance of the Terms and Conditions described herein.

1. DEFINITIONS

"Agreement" - this SNAP Loan Agreement and any documents incorporated herein by reference.

"Financially Qualified Student(s)" or "Financially Qualified" - a Student certified by the UB Financial Aid Office as meeting the Estimated Family Contribution ("EFC") standard defined by UB for the term of this Agreement.

"Computer(s)" - hardware, software, cables, CD's, DVD's, manuals, support, original packaging, and training products, including items manufactured or delivered by others that are acquired under this agreement.

"Original Configuration" - Computer hardware and software configuration at the time of acquisition.

"Standard Software Load" - includes but is not limited to the operating system, application software, network and network interface software, and Original Configuration of this software as defined solely by UB.

"Good Working Order" - all hardware and software included in the Original Configuration fully functional as determined solely by UB.

"Fair Market Value" - Fair Market Value is the full replacement cost of Computer and Original Configuration as determined solely by UB and conveyed in the Amortization Schedule accompanying this document.

"Eligible Student(s)" - Student(s) enrolled full time in a course of study leading to a degree or certification from UB and certified each semester by UB as Financially Qualified.

2. TERM OF AGREEMENT

Start Date: This Agreement shall be effective commencing on the date it is executed by UB

End Date: Demand or

- The student no longer meets the definition of Eligible Student
- Computer is lost, stolen or not in the possession and control of Eligible Student
- The cost of repair to maintain Computer in Good Working Order exceeds Computer's Fair Market Value.

3. TERMINATION OF AGREEMENT

- Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice.
- Either party may terminate this Agreement immediately in the event the other is in breach of this Agreement.
- In the event notice is given terminating this agreement, the due date for the student to pay the balance of the amount granted shall be accelerated so that it becomes payable as of the date of notice of termination.
- The obligations of relevant Sections of this Agreement shall survive its termination.

4. STUDENT'S OBLIGATIONS

- Student is responsible for ensuring that UBMicro has their current home and email address.
- Student is responsible for preservation of the Original Configuration at the time of Computer's acquisition.
- Student understands and accepts the financial liability for the full amount of the funds granted Student under this Agreement.

5. FEES & PENALTIES

There are no fees for entering into this Agreement. However, failure to remain certified by UB as an Eligible Student for the full term of the Agreement will make Student liable for the funds granted Student under this Agreement as prescribed in the

Amortization Schedule. Timely payment of these funds may be enforced through the Office of Student Accounts, with any and all fees incurred charged to Student.

6. LIMITED WARRANTY

- The Computer acquired from UBMicro is covered by manufacturer's warranty. UB MAKES NO OTHER WARRANTY TO STUDENT, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO COMPUTER OBTAINED HEREUNDER. UB SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE

- Student acknowledges that Computer contains software, including but not limited to operating system and application software. Such software may be contained in ROMs or other semiconductor chips or embedded in hardware, or may be contained on disks or other media. Student understands and agrees that this Agreement does not include the sale or legal transfer of such software by UB to Student. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and may be protected by patents. Student, as an end user, is authorized to use software provided with Computer subject to the terms of the license accompanying the software, if any, and the applicable patent, trademark, copyright and other intellectual property, federal and state laws of the United States.
- Unless Student shall have UB's prior written consent, Student, in addition to any obligations set forth in any licenses which may accompany Computer, shall not copy software, except for backup or for archival purpose, and Student shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Student shall not disassemble, decompile, reverse engineer, copy, modify prepare derivative works thereof, or otherwise change and of the software or its form.

8. LIMITATION OF LIABILITY

In no event shall UB be liable for incidental, consequential, indirect or specific damages including, without limitation, lost productivity related to the use of Computer. Direct damages are limited to manufacturer's warranty. This limitation will be effective even in the event UB is informed in advance of the possibility of such damages.

9. REASSIGNMENT OF AGREEMENT

Student shall not assign or otherwise transfer their rights or delegate their obligations under this Agreement without UB's prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void.

10. RETURN POLICY

Return of Computer to UBMicro is subjected to UBMicro return policies in effect at the time of Computer's acquisition.

11. GENERAL TERMS

Applicable Law - This Agreement shall be governed by and construed in accordance with the Student Conduct Rules, Standards, and Administrative Regulations as defined, published and distributed by UB, and the laws of the State of New York, United States of America.

Notices - All notices and other communications required or permitted under this Agreement shall be served in person or by United States mail, postage prepaid, or overnight courier to the following addresses:

Students Needing Assistance Program
UBMicro IT Support Services
The Commons, Suite 109
520 Lee Entrance Road
Amherst, New York 14228-2567

12. WARRANTY

The Computer acquired by Student is entitled to the manufacturer’s warranty as specified in Limited Warranty, above. During the term of this Agreement, Student is responsible for maintaining Computer and Original Configuration in Good Working Order.

UB’s Obligation

In no case will UB assume the cost of repair and/or replacement for hardware and/or software not installed by UBMicro as part of Computer’s Original Configuration

Student’s Obligation

Student is responsible for any and all repair not covered under the manufacturer’s warranty. Repair cost may include the cost of hardware, software replacement and/or reinstallation and/or reconfiguration, labor, and shipping charges.

Damage: If Computer requires repair due to damage resulting from Student’s neglect, or the malfunction of hardware and/or software not provided with Original Configuration, Student will be financially responsible for part and labor costs.

Software Installation: If Computer repair is the result of Student neglect or malfunction of hardware and/or software not provided with Original Configuration, and requires reinstallation of Original Configuration, Student will be financially responsible for part and labor costs.

Hardware Installation: If Computer repair is the result of malfunction of hardware and/or software not provided with Original Configuration, Student will be financially responsible for part and labor costs

13. ENTIRE AGREEMENT

This agreement and all documents referred to or incorporated herein by reference contain all the agreements, warranties, understandings, conditions, covenants and representations made between student and UB related to the subject matter of this agreement. Neither UB nor student shall be liable for any agreements, warranties, understandings, conditions, covenants or representations that are not expressly set forth in this Agreement. Any modification and amendments to this Agreement must be in writing and signed by a duly authorized agent or representative of Student and UB.

This Agreement has been executed on behalf of the parties by their duly authorized representatives, to be effective on the date described in Section 1 of this Agreement.

AGREED:

University at Buffalo

UB Authorized Signature

Name (Please Print)

Title (Please Print)

Date

Student

I have a printer or access to a printer to use with my SNAP computer purchase

Student Signature

Name (Please Print)

Student Number

Order Number

Date

SNAP Amortization Schedule

AMORTIZATION SCHEDULE

During the Term of this Agreement the allowance advanced Student for acquisition of Computer from UBMicro is amortized in accordance with the Amortization Schedule below. At the end of the amortization period, the funds advanced Student are considered fully amortized and Student’s obligations under this Agreement are considered fulfilled.

If, however, this Agreement is terminated prior to the end of the Term of Agreement, Student is liable for the Amount shown in the Amortization Schedule for the month terminated. The amount shown is applicable for all days during the month terminated.

For example: if Agreement is terminated on any date between June 1 and June 31, 2009, the Student is liable to repay UB \$313 plus tax.

Original Amount: \$500
Method: Straight Line
Term: 24 Months
Start Date: September 1, 2008
End Date: August 31, 2011

FAIR MARKET VALUE	MONTH
\$500	September 2008
\$479	October 2008
\$458	November 2008
\$438	December 2008
\$417	January 2009
\$396	February 2009
\$375	March 2009
\$354	April 2009
\$333	May 2009
\$313	June 2009
\$292	July 2009
\$271	August 2009
\$250	September 2010
\$229	October 2010
\$208	November 2010
\$188	December 2010
\$167	January 2011
\$146	February 2011
\$125	March 2011
\$104	April 2011
\$83	May 2011
\$63	June 2011
\$42	July 2011
\$21	August 2011

THIS COPY OF THE AGREEMENT IS FOR YOUR RECORDS. YOU WILL BE ASKED TO SIGN A COPY WHEN YOU PICK UP YOUR SYSTEM.