

# University at Buffalo

## SNAP 2006-2007 Computer Loan Agreement

By accepting a SNAP System, Student acknowledges receipt and agreement to the terms and conditions below of this Computer Loan Agreement with the University at Buffalo (UB).

### DEFINITIONS

- A. "Agreement" - this Computer Loan Agreement and any documents incorporated herein by reference.
- B. "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 and revised by UB for the term of this Agreement.
- C. "Computer(s)" - hardware, software, cables, CD's, manuals, support, original packaging, and training products, including items manufactured or delivered by others that are the property of UB.
- D. "Original Configuration" - the installation and configuration of Computer's hardware and software as determined solely by UB.
- E. "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.
- F. "Good Working Order" - all hardware and software included in the Original Configuration fully functional as determined solely by UB.
- G. "Fair Market Value" - Fair Market Value is the full replacement cost of Computer as determined solely by UB and conveyed in the Depreciation Schedule accompanying this document.
- H. "UBMicro" - the University at Buffalo program conducting activities related to administration, promotion, distribution and repair of Computer on behalf of UB.

### 1. ELIGIBILITY

For purposes of participation in this Agreement, "Eligible Student(s)" shall be defined as follows:

- A. Be enrolled full time in a course of study leading to a degree or certification from UB
- B. Be certified each semester by UB as Financially Qualified.

Non-qualifying students will be notified via e-mail prior to the end of the semester.

### 2. TERM OF AGREEMENT

This Agreement shall be effective commencing on the date it is executed by UB and terminate immediately effective the date when:

- A. The student is no longer an Eligible Student.
- B. Computer is lost or stolen.
- C. The cost of repair to maintain Computer in Good Working Order exceeds Computer's Fair Market Value.
- D. Student returns Computer to UBMicro in Good Working Order.

### 3. TERMINATION OF AGREEMENT

- A. Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice.
- B. Either party may terminate this Agreement immediately in the event the other is in breach of this Agreement.
- C. In the event notice is given terminating this agreement, the due date for returning Computer shall be accelerated so that it becomes due and all repair costs, if any, payable as of the date of notice of termination.
- D. The obligations of relevant Sections of this Agreement shall survive its termination.

### 4. STUDENT'S OBLIGATIONS

- A. Student is responsible for theft or loss of Computer.
- B. Student is responsible for preservation of the Standard Software Load and the Original Configuration of Computer.
- C. Student is responsible for any and all repair costs not covered under the Repair Terms accompanying this Agreement, including the cost of hardware, software

replacement and/or reinstallation and/or reconfiguration, labor, and shipping charges, if any, required to preserve Computer in Good Working Order.

- D. Student understands and accepts the financial liability for the Fair Market Value of lost or stolen Computers loaned to Student under this Agreement.
- E. In no case shall the Student's financial liability exceed the then current Fair Market Value of Computer loaned to them.
- F. To maintain this Agreement, Student is required to respond in writing, or as otherwise directed by UB, to periodic review of their Eligible Student status under this Agreement.

### 5. LOAN FEES & PENALTIES

There are no fees for entering into this Agreement. However, failure to return Computer in Good Working Order as defined in Section 10 may result in replacement or repair costs. Timely payment of these costs may be enforced through the Office of Student Accounts, with any fees incurred charged to Student.

### 6. LIMITED WARRANTY

- A. UB's warranty of Computer loaned to Student is limited to the Repair Terms accompanying this Agreement.
- B. UB MAKES NO OTHER WARRANTY TO STUDENT, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO COMPUTER LOANED HEREUNDER. UB SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 7. SOFTWARE RIGHTS

- A. 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.
- B. 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 computers provided student under this agreement. Direct damages shall be limited to an amount not to exceed the original fair market value of computer loaned to student. This limitation will be effective even in the event UB is informed in advance of the possibility of such damages.

### 9. NON-ASSIGNABILITY 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.

# University at Buffalo

## SNAP Computer Loan Agreement

### Fall 2006 Depreciation Schedule

#### 10. RETURN POLICY

Within fifteen (15) days of the Termination of Agreement, Student will:

- A. Return Computer in original packaging and as Originally Configured and in Good Working Order to UB at UBMicro's place of business during normal business hours. Student is responsible for all shipping and insurance charges, if any, related to the satisfactory return of Computer to UB; or
- B. Make payment in full to UB for the then Fair Market Value of Computer.
- C. Once Computer is returned, Student may not be readmitted into the SNAP program.

#### 11. GENERAL TERMS

- A. 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.
- B. 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:

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

#### 12. WARRANTY TERMS

During the term of this Agreement, Student is responsible for maintaining Computer's Original Configuration in Good Working Order. If help is needed in learning how to use Computer or Computer's software, help is available from the CIT Help Desk (645-3542). If Computer's hardware or software requires repair, help is available from UBMicro (645-3034) in The Commons. Both services are located on the North Campus and available during normal business hours.

##### UB's Obligation

- A. Malfunction: If Computer requires repair due to the malfunction of hardware or software that are part of Original Configuration, UBMicro will repair or replace hardware and/or software at no charge to Student.
- B. Software Installation: If Computer requires repair due to malfunction of hardware or software that are part of Original Configuration, which requires the reinstallation of the Original Configuration, UBMicro will reinstall the original configuration at no charge to Student.
- C. In no case will UB assume the cost of repair and/or replacement for hardware and/or software not installed by UB as part of Computer's Original Configuration.

##### Student's Obligation

- A. Damage: If Computer requires repair due to damage resulting from the malfunction of hardware and/or software not provided with Original Configuration, Student will be charged for parts and labor in accordance with UBMicro's then current repair rates.
- B. Software Installation: If Computer repair is the result of malfunction of hardware and/or software not provided with Original Configuration, and requires reinstallation of Original Configuration, Student will be charged for labor in accordance with UBMicro's then current repair rates.
- C. Hardware Installation: If Computer repair is the result of malfunction of hardware and/or software not provided with Original Configuration, Student will be charged for parts and labor in accordance with UBMicro's then current repair rates.

Installation of Hardware and/or Software: It is recommended that all hardware and software additions to Computer's Original Configuration be performed by UBMicro. Student will be charged for labor in accordance with UBMicro's then current repair rates.

#### 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 or 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.

#### DEPRECIATION SCHEDULE

The schedule below shows the value of Computer loaned to student, as of the first day of the month for each month during the term of the loan. At the end of the loan's term, student must return Computer as defined in the Student Loan Agreement, Section 10, or may purchase Computer for its then Fair Market Value.

If Computer is lost or stolen or otherwise must be replaced before the end of the term, or if the student fails to meet eligibility requirements, the student's liability will be the Fair Market Value of Computer as determined from the Depreciation Schedule.

**For example:** if the student fails to meet eligibility requirements, or Computer were lost during June of 2007, the Fair Market replacement value would be \$446.

**Fair Market Value:** \$700  
**Method:** Straight Line  
**Term:** 24 Months  
**Salvage Value:** \$50  
**Start Date:** September 1, 2006  
**Contract Expiration Date:** August 31, 2010

FAIR MARKET VALUE	MONTH
\$700	September 2006
\$672	October 2006
\$643	November 2006
\$615	December 2006
\$587	January 2007
\$559	February 2007
\$530	March 2007
\$502	April 2007
\$474	May 2007
\$446	June 2007
\$417	July 2007
\$389	August 2007
\$361	September 2007
\$333	October 2007
\$304	November 2007
\$276	December 2007
\$248	January 2008
\$220	February 2008
\$191	March 2008
\$163	April 2008
\$135	May 2008
\$107	June 2008
\$78	July 2008
\$50	August 2008