



This User Agreement is made between Lincoln University (LU) and the student designated below (the "Student") as of _____, 202_.

Recitals

The purpose of this agreement is to provide a technology pack that includes temporary use of a laptop, technical support, training, repair options, and the use of LU licensed software. LU licensed software is removed when ownership is transferred to the student.

Terms

In consideration of the mutual covenants and conditions contained in this Agreement, LU and Student agree as follows:

1.0 Description of Equipment

LU agrees to provide any Full-Time Students as determined by LU with a fully configured laptop computer as defined on the LU Blue Tiger Connect webpage. For fall 2024, the model is a Lenovo ThinkPad E14.

2.0 Term

This Agreement shall be in effect during the current academic year or until terminated pursuant to the conditions under this agreement.

3.0 Consideration

3.1 Student is receiving the laptop as part of the 2022 CMC Grant and therefore pays no fee to participate in the program.

3.2 Student is given the opportunity to opt out of the program if Student wishes not to accept the laptop.

4.0 Device Use and Alterations

4.1 Student is responsible for laptop and all related components checked out to Student. Student agrees to use the provided device(s) in a careful and lawful manner and shall not make any alterations, additions, or improvements without prior written consent of LU. Prohibited alterations include, but are not limited to, the addition of memory or Input/Output (I/O) devices. Should additions or improvements be made, such amenities will become the property of LU. Should LU elect to remove these additions, alterations, or improvements, LU reserves the right to charge the student a fee for the cost of restoring the device to its original configuration and condition.

4.2 LU is not responsible for maintenance of or providing technical assistance for any applications or hardware not installed by Lincoln Information Technology Services (ITS).

4.3 Student shall not remove or alter any State of Missouri, LU, and/or LU's Service Provider's identification labels that are attached to or displayed on the device(s) and associated peripherals. Further, Student shall not deface the laptop with stickers, labels or markings.

5.0 Lost, Stolen and Damaged Devices

5.1 Student shall take reasonable and prudent care to maintain the device(s) and assorted components in a safe and secure manner. Student understands that he/she is liable for any loss, damage or criminal acts that may occur. The student is responsible for the entire replacement cost of a device (\$750) and/or components that are lost.

5.2 In the event that the device is stolen, the student is responsible for providing an official police report to Lincoln University within three business days of the incident. In addition, a fee of \$750 will be charged to the student's account.

5.3 Student accounts will be charged an annual maintenance fee of \$30 for minor device repairs after opting into the program. Information regarding the program can be found on the Blue Tiger Connect webpage. If the device is damaged and LU ITS is sought for repair, the student shall be responsible for the following:

Minor Damages

The annual maintenance fee covers minor damages of less than \$150 for the current academic school year. I.e. software/technology issues, non-liquid damages such as. key replacements, minor scratches to exterior or small, non-intrusive dead pixels on the display, and a single USB port or headphone jack that doesn't work properly, but other ports are functional.

If minor damages/ repairs for academic school year exceed \$150, Student will be responsible for paying the difference of the total charges.

Parts pricing is subject to change based on the actual cost of the replacement parts used.

LU does not markup parts used, nor do we charge for labor.

Major Damages

Damages that result in a repair fee greater than \$150 are considered major. This includes but is not limited to:

Cracked Screen

Spill Damage

Biological Contamination

Damaged charging port

Curved or bent screen.

Lost or Stolen Devices

-
- Lost Devices- Student accounts will be charged a fee of \$375 to replace a lost device. After fee has been paid, replacement device may be obtained at Schweich Hall Room 120.
 - Stolen Devices- A formal police report must be filed with LUPD within 3 business days of the occurrence. Replacement device may be obtained at Schweich Hall Room 120.
-

- For all of the foregoing categories of damages, all of the following apply:
 - Total of all charges applies in case of multi-damage claim (e.g.: spill + cracked screen) will be assessed against the student.
 - The costs of Intensive cleaning/sanitation required to redeploy (e.g.: Ozone treatment for smell) or take apart cleaning will be assessed against the student.
 - LU cannot repair or redeploy systems that have been contaminated by urine/vomit/blood/feces or damaging/dangerous chemicals. Systems must be disposed of and replaced (human, animal or chemical) and those costs will be assessed against the student.
 - A \$25 fee will be assessed to the student for the removal of labels or markings.

5.4 LU reserves the right to bill a student's account the entire cost of repair up to the replacement cost of the device (\$750) in situations where we determine that the cause of the damage was from neglect, intentional destruction, or improper use.

5.5 In the event device replacement exceeds a third occurrence, ITS reserves the right to reevaluate the current eligibility of any student wishing to remain in the program and if so determined, ITS may terminate the Student's participation in the program.

6.0 Assignment and Compliance with Applicable Law and Policy

6.1 Student shall not assign, pledge, or transfer any interest in this Agreement and/or in the device, including all attachments and/or components. Students shall not lend the device to others for their individual use.

6.2 Student agrees to use the device only in connection with their attendance at LU.

6.3 Student agrees to comply with and adhere to LU's regulations and policies governing the use of the device and components, including without limitation any policies related to acceptable use or computer user responsibilities.

6.4 Student agrees to comply with State and Federal laws and regulations including, but not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Action, which prohibit "hacking" and similar activities; as well as State computer crime statutes.

7.0 Indemnity

7.1 Students are responsible for the content of their personal use of LU system information technology and the liability resulting from that use.

7.2 LU is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the student or other person due to installation of software, transporting the device, or any other use of equipment described herein. LU is not responsible for unauthorized use of their resources and security of data transmitted on their information technology resources cannot be guaranteed. Student shall indemnify LU for any injuries, damages or losses including, without limitation, attorney's fees incurred due to the intentional or negligent acts of Student. The obligation of indemnification to LU survives the term of this Agreement.

8.0 Termination and Return of Equipment

8.1 The following events terminate a Student's right to retain a LU device:

- Student's withdrawal/transfer from the LU Fall Bridge program or failure to maintain active Student status, whether through leave of absence, withdrawal and/or change from full-time to part-time.
- Student attempts to sell, transfer, or assign their interest in this Agreement and/or the Device. This includes involuntary transfer of Student's interest in this Agreement and/or device by operation of law.
- Student's failure to pay all amounts as set forth in Section 5.0 above. LU reserves the right to terminate Student's access to all DLL Program services and LU network account access upon payment default.

8.1. If LU requires a return of equipment, the laptop and all components must be returned in the same condition as they were provided to the Student. Student understands that as to any laptop and components returned to LU, LU will delete any files or media that remain. LU further reserves the right to terminate program enrollment for failure to pay any general or late fees assessed to the Student.

8.2 In the event that Student fails to return the device(s) within five (5) business days of their withdrawal, start of leave, transfer, or separation from LU, LU reserves the right to charge the student additional fees and the cost of the device. Payment of these costs and fees does not constitute conveyance or ownership of the device to Student; the device shall remain LU's property. If not returned, LU also reserves the right to remotely wipe and disable the device and seek criminal charges for conversion of state property.

9.0 Withdrawal/Transfer from LU

9.1 LU ITS will receive (in-person before leaving campus on or before the end of the current academic year) the laptop, charging cord, and protective sleeve.

9.2 Nothing in this Agreement is intended to abrogate LU's right to collect for previous semester(s) outstanding fees owed or collection of loss or damages as described in this Agreement.

10.0 Device Ownership

Once the Student has successfully completed 60 hours of credit or graduation from Lincoln and paid all fees, ownership of the device, charging/power cord, and protective sleeve transfers to the student. ITS will notify Student when requirements have been successfully met.

11.0 Amendment and Notice

LU reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be deemed delivered upon emailing Student at Student's LU Webmail account or by U.S. Mail to their local or permanent address provided by Student to LU ITS. Student is responsible to maintain current permanent and local addresses with the University. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. LU reserves the right to correct clerical errors to this Agreement without notice to Student.

12.0 Miscellaneous

12.1 Severability: If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal, this Agreement will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

12.2 Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 11.0 above.

12.3 Jurisdiction and Venue: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Missouri. The venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Cole County, Missouri.

12.4 Non-Waiver: No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation of rights enforceable under this Agreement.

12.5 When late fees are assessed, Students account will be blocked, stopping student from registering for future classes or receiving college transcripts until all fines are paid. Failure to pay will result in debt being referred to a collection agency, at which time Student will be responsible for all collection fees incurred including, without limitation, attorney's fees.

12.6 Student will be in default of this Agreement if Student fails to care for and maintain the laptop and components as required in this Agreement, if Student loans or makes any transfer of the laptop or violates any of the other terms or conditions of this Agreement. A default may result in criminal prosecution or civil liability. In addition, upon default, LU has the right to take immediate possession of the laptop.

12.7 All data and applications stored on the laptop are Student's responsibility and LU is not responsible for backup or restoring data files or applications at the time of repair. Student acknowledges and agrees that LU is not responsible for any loss of data that may occur due to the loss of the laptop, whether for hardware failure, software failure, or any other issue. Student is responsible for all data backups, including but not limited to the backup of all data including application data, photos, music and student downloaded applications and utilities.

Student Signature

Date

Student Printed Name

Student Colleague ID

Parent or Guardian Signature (if under age 18)

Date

Parent or Guardian Printed Name (if under age 18)

Student Colleague ID