

5. **Care of the Equipment.**

- (a) You are responsible for the care of the Equipment and must keep it in good working condition. If the Equipment malfunctions or is damaged, you are responsible for arranging repairs. The notebook computer provided by this Agreement is covered for the term of this License by an extended warranty ("AppleCare") purchased by CUNY from Apple Computer, Inc. This three-year warranty covers defects in materials and workmanship, as determined by Apple Computer, Inc. If you encounter difficulties with your Equipment, you should first consult the Instructional Technology Fellow at your campus Honors College office. If a repair is necessary, you will be instructed to call Apple Education Technical Support at 1-800-800-2775, option 3, or to visit an Apple Store or an Apple Authorized Repair Center.
- (b) Any incident of Equipment loss or theft must be reported to the Macaulay Honors College as soon as possible, but no later than 48 hours after the incident. All cases of loss or theft will be fully investigated by CUNY Security and by the police.
- (c) You will be asked to "check in" the Equipment with the Macaulay Honors College once a year so that CUNY can ensure asset protection. Failure to comply with this requirement may result in a fine or the revocation of your privilege to remove the laptop from your campus or use it when classes are not in session.
- (d) You are responsible for all data backups. CUNY will not be responsible for data loss due to hardware failure, software failure, or any other issue.

6. **Modification of the Equipment.** You may not alter or modify the Equipment. You may not add any software or hardware without the permission of the Macaulay Honors College.

7. **Change in Status.** If you are dismissed or you withdraw from the Honors College program, you must immediately return the Equipment to the Macaulay Honors College. Failure to return the Equipment may result in criminal prosecution or civil liability.

8. **Use of Included Software.** The notebook computer you receive as part of the Equipment will be loaded with certain computer software programs, and additional software may be added by CUNY during the term of this Agreement (collectively, the "Included Software"). You are provided with the Included Software on the basis of your status as a participant in the Honors College. You must comply with any software licenses applicable to the Included Software. If you choose to purchase the Equipment for one dollar (\$1.00) after three years, you will gain title and rights to the Equipment, and license to use the Included Software.

9. **Limitation of Liability.** CUNY is not responsible or accountable to you for any loss, damage, claim, demand, liability, cost or expense of any nature or kind, including indirect, special or consequential damages, arising directly or indirectly out of your possession, use, control or operation of the Equipment, including those resulting from the inadequacy of the Equipment, or the results obtained from it, or any defect in it, or from mechanical failures of the Equipment, loss of data, or from interruption of information technology use while such failures are being remedied or while other repairs and/or maintenance are being performed.

10. **Default.**

- (a) You will be in default of this Agreement if (i) you fail to care for and maintain the condition of the Equipment; (ii) you loan or make any other transfer of the Equipment; or (iii) you violate any of the other terms or conditions of this Agreement.
- (b) A default may result in criminal prosecution or civil liability. In addition, upon your default, CUNY has the right to take immediate possession of the Equipment.

Student Signature

I have read this Agreement and its attachments and agree to abide by its terms and conditions.

Student's Name (print)

Parent's Name (if student is under age 18)

Signature

Parent's Signature (if student is under age 18)

Date

Date

CUNY Signature

The City University of New York

By:_____

Title

Date

APPENDIX A

CUNY COMPUTER USER RESPONSIBILITIES

NOTE: The City University of New York Computer User Responsibilities is a statement originally prepared by the University's Computer Policy Committee. It underwent review by the University Faculty Senate and the CUNY Office of the Vice Chancellor for Legal Affairs.

The computer resources** of The City University of New York must be used in a manner that is consistent with the University's educational purposes and environment. All users of computer resources are expected to act in a spirit of mutual respect and cooperation, and to adhere to the regulations for their use set forth in this document. As a user of CUNY computer resources:

- You must have a valid authorized account to use computer resources that require one and may use only those computer resources that are specifically authorized. You may use your account only in accordance with its authorized purposes and may not use an unauthorized account for any purpose.
- You are responsible for the safeguarding of your computer account. For a mainframe computer account, you should change your password frequently and should not disclose it to anyone. You should take all necessary precautions in protecting the account, no matter what type of computer resources you are using.
- You may not circumvent system protection facilities.
- You may not knowingly use any system to produce system failure or degraded performance.
- You may not engage in unauthorized duplication, alteration or destruction of data, programs or software. You may not transmit or disclose data, programs or software belonging to others and may not duplicate copyrighted material.
- You may not engage in abusive or improper use of computer hardware. This includes, but is not limited to, tampering with equipment, unauthorized attempts at repairing equipment and unauthorized removal of equipment components.
- You may not use computer resources for private purposes, including, but not limited to, the use of computer resources for profit making or illegal purposes.
- You may not use computer resources to engage in abuse of computer personnel or other users. Such abuse includes the sending of abusive, anonymous, or unsolicited messages within CUNY or beyond via network facilities.
- The use of college computer resources may be subject to college regulations, and you are expected to be familiar with those regulations.
- These regulations and college regulations are subject to revision. You are expected to be familiar with any revisions in regulations.

The University reserves the right to monitor, under appropriate conditions, all data contained in the system to protect the integrity of the system and to insure compliance with regulations.

Any user who is found to be in violation of these rules shall be subject to the following:

- Suspension and/or termination of computer privileges;
- Disciplinary action by appropriate college and/or University officials;
- Referral to law enforcement authorities for criminal prosecution;
- Other legal action, including action to recover civil damages and penalties.

** "Computer Resources" is an inclusive term referring to any and all computing/information technology: hardware, software and access. Hardware includes, but is not limited to, terminals, personal computers, workstations, printers, mice, monitors, cabling, peripheral devices. Software includes, but is not limited to, mainframe shared software, networked software, and stand-alone software residing on personal computers. Access includes, but is not limited to, accounts on timesharing systems as well as access to stand-alone personal computing systems and other relevant technology.

Revised 1/95

If you have any questions about the statement please contact the CUNY Help Desk at 212-541-0981 or via e-mail: ctrcu@cunyvm.cuny.edu.