

CHATHAM UNIVERSITY STUDENT TECHNOLOGY PROGRAM
COMPUTER AGREEMENT AND RECEIPT
(2012 Student Contract)

The undersigned ("Student") hereby acknowledges delivery and receipt of the computer hardware and software which is listed on Schedule A hereto (the "Computer System") from Chatham University ("Chatham") as an implement to be used in the accomplishment of tasks inherent in the educational experience provided to Student by Chatham.

Student hereby understands and makes the following agreement with Chatham as a condition to possession and use of the Computer System:

1. Student will comply with all rules and regulations made by Chatham in the use of the Computer System as set forth herein as substantially established by Chatham.
2. Student will not reinstall the Computer System operating system and/or re-image the Computer System without prior notification and approval from Chatham's Helpdesk. Student will not deface the Computer System with labels or markings of any kind. A fee will be assessed to any Student for removal of labels or markings.
3. Information Technology Services Helpdesk shall perform all hardware modifications or hardware upgrades made to the Computer System. Chatham must approve any and all hardware modifications and additions made to the Computer System until ownership of Computer System is transferred to Student upon graduation. All hardware and any modifications and additions are to be requested through Helpdesk at Chatham.
4. Student (not Chatham) is responsible in the event of loss, theft, or damage of the Computer System. Student assumes full responsibility for the security and protection of the Computer System and to maintain the Computer System in "good working order and repair", as determined by Chatham in its sole judgment reasonably exercised. On the computer system, Chatham provides four years of AppleCare warranty through Apple Computer and theft and accidental damage protection through SafeWare Insurance Agency, Inc. Student will immediately notify Chatham's Helpdesk of any loss, damage or malfunction of the Computer System and shall fully cooperate with Chatham in providing accurate information as to the cause thereof. If the Computer System theft occurred on Chatham property, the Student will immediately submit a police theft report with Chatham's Public Safety department. If the theft occurred off Chatham property, the Student will immediately notify Chatham Public Safety as well as immediately submit a police theft report with the local authorities. SafeWare Insurance Agency, Inc., allows each Student one (1) claim, theft or repair, per academic year. All claims include a \$100 deductible fee charged to Student. Any and all payments made by SafeWare Insurance Agency, Inc., in compensation for the loss, theft or damage of the Computer System is hereby assigned to Chatham. Student shall pay to Chatham the \$100 deductible fee at the outcome of the claim.
5. Chatham makes no warranties in respect of the Computer System, whether expressed, implied, and including any warranty of merchantability, fitness for use or particular purpose. The only warranties that are applicable to the Computer System, are those given by Apple Computer and SafeWare Insurance Agency, Inc.
6. Student shall be solely responsible for ensuring that all files and programs stored or processed on the Computer System are legally obtained and licensed in accordance with the manufacturer. Student shall further be responsible for the use of the system and software to assure conformity with applicable licensing, laws and regulations.
7. Student shall be solely responsible for all data stored on the Computer System. This includes, but is not limited to, the backup of all data including application data, photos, music, and student downloaded applications and utilities. Helpdesk, at the time of repair, is not responsible for data backup or restore. Helpdesk is limited to the responsibility of providing the original image for the Computer System which is to include the Apple MacBook operating system and applications provided at hardware distribution.
8. Student hereby agrees that they will not sell, contract to sell, lease, encumber, lien, or dispose of the Computer System so long as this Computer Agreement and Receipt is in effect. Unless ownership of the Computer System is transferred to the Student under paragraph 9 below, the Computer System shall at all times be and remain the property of Chatham.
9. After Student has completed a four-year degree and has made payment of all tuition, technology fees, board and any other charges due to Chatham, Chatham will assign ownership of the Computer System and applicable software licensing to Student and this Computer Agreement and Receipt will terminate.
10. In the event Student ceases to be a full-time and matriculated student at Chatham for any reason including Leave of Absence, Withdrawal, or status change from full-time to part-time, Student shall within ten (10) days of the termination of her status as a full-time student, return the entire Computer System, as defined in Schedule A, to Chatham in clean, good, working order, at which time this Agreement and Receipt will terminate. If Student fails to return the entire Computer System, as defined in Schedule A, in clean, good, working order to Chatham within ten (10) days from the date of status change, Student will be considered in default of this agreement. Student shall still be required to return the entire Computer System, will be subject to a \$100.00 processing fee and the Student's account will be forwarded to legal collection for recovery and any and all damages suffered by Chatham by the Student's breach of this agreement, including, but not limited to, the entire cost of a new replacement system. In the event of legal collection, the Student shall also pay all costs incurred in the collection of her account together with all and any fees incurred by Chatham.
11. In the event Student chooses to purchase any available upgrade option(s) for the Computer System which are installed within the Computer System, and this Computer Agreement and Receipt is terminated, Student purchased upgrades will be uninstalled by a professional staff member of Chatham's Information Technology Services Helpdesk and returned to the Student within ten (10) days from the date the Computer System was received and received by Chatham Helpdesk.
12. In the event of default of any of the terms and conditions of this Computer Agreement and Receipt by Student, Chatham shall, in addition to all other legal or equitable rights given to it by law, have the immediate right, without hearing, to seize the Computer System, to make all necessary repairs to the Computer System to place it in good working order (if reasonable to do so in the sole judgment of Chatham) and to sell the same (if reasonably possible)

to any third party at any price which can be obtained. Student shall pay to Chatham immediately upon demand, the costs associated with the seizure of the Computer System and any repairs made to it, together with the remaining balance of the Computer System lease amount or the difference between the remaining lease amount and the sales price (if any) of the Computer System to the third party (or, if no sale can be reasonably made, the entire remaining lease amount) together with all costs and attorney's fees incurred in the seizure, sale of the Computer System and the collection of the sums due herein.

13. Student and Chatham agree that the laws of the Commonwealth of Pennsylvania shall control this agreement and that venue and jurisdiction for the interpretation and enforcement of this Agreement is exclusively vested in the Allegheny County Pennsylvania Court of Common Pleas or that courts minor judiciary system.
14. Chatham, by its delivery of the Computer System to Student, agrees to be bound by this Computer Agreement and Receipt.
15. Student, by signing the agreement, agrees to be bound by this Computer Agreement and Receipt.

Student Signature: _____