

FREED-HARDEMAN UNIVERSITY
iKnow Initiative
Undergraduate Student License Agreement

By accepting possession of the computer, peripherals, software, accessories, portable media player and/or cell phone (referred to collectively herein as the "iKnow System"), I agree to be bound by the following terms and conditions of the Freed-Hardeman University iKnow Initiative Student License Agreement (the "Agreement").

This Agreement covers the period from the date signed below through the End of License date, which will be defined as the student's date of graduation from the University.

1. I understand that the University is granting a limited license to me to use the iKnow System subject to the terms and conditions of this Agreement and that the University retains sole ownership of and all right, title and interest in the iKnow System. I further understand that I shall not sublicense, sublease, sell, transfer or otherwise grant to any individual or entity any right, lien, security interest or other interest in or to the iKnow System or otherwise encumber the University's clear title. **(Initial_____)**
2. Throughout the period of this Agreement, I agree that I shall only use the equipment in accordance with the University's policies on the acceptable use of computer resources as published at policy.fhu.edu and in the FHU Student Handbook. I acknowledge responsibility for the iKnow System at all times during the period of this Agreement and therefore will not allow any other person to have access to the iKnow System. Commercial use of any part of the iKnow System is prohibited. **(Initial_____)**
3. I agree to provide the University with any and all changes in my address or phone number during the period of this Agreement or until the iKnow System is returned to the University. I understand that I may be asked to check-in the iKnow System with the University periodically throughout the academic year and that I will be notified of the check-in details via University electronic mail. I understand that failure to check-in my iKnow System at the scheduled time may result in late fee of no less than \$25.00 and/or a lost fee equivalent to the cost of a new iKnow System and I may be subject to criminal prosecution or civil liability. **(Initial_____)**
4. I understand that I shall only have the limited right to use the iKnow System during and in connection with my enrollment at Freed-Hardeman University and that I must be enrolled in at least 6 hours each fall and spring semester to remain eligible to participate in the University's iKnow Initiative. Enrollment is not required for the summer session provided I am pre-registered for the following fall semester and my student account meets the criteria established by the University. The computer must be returned to the University if I do not meet these qualifications. **(Initial_____)**
5. If I withdraw from the University, I agree to buy out or return the computer on or before the date of my withdrawal. If I return the computer, I agree to pay for any necessary refurbishment not to exceed \$100 to restore the computer to its original condition. I understand that I will be charged for any missing or damaged cables, accessories, etc. that were issued with the system. If I do not return or buy out the computer on or before the date of my withdrawal then the buyout amount will be immediately charged to my account. If I return the system after I have already left campus then I will be assessed a restocking fee of no less than \$50.00 plus a usage fee as determined in paragraph 6. I further agree to pay all shipping expenses that may be incurred in returning the computer to the University. If I choose to ship the computer to the university in a non-university provided box I will be liable for any damage incurred during shipping as a result of inadequate packaging. I agree that I will buy out the portable media player or cell phone for a fee determined by the number of semesters I have completed at the University.

If for any reason I re-enroll after buying out the computer and/or the mobile device I have the option to have the university inspect the devices to determine if they can still be used as the iKnow system. If it can still be used the university will credit my account for the buyout amount minus straight depreciation calculated as 1/8th the original cost of the system per fall and spring semester. **(Initial_____)**

6. I understand that I am only authorized to keep the iKnow System during the winter and summer breaks if I am registered as a student for the following semester. If I do not pre-register, I agree to return the computer, peripherals, software, and accessories to the University by 5:00 PM on the Friday of final exams for the current semester in the same condition as on the Agreement beginning date, less reasonable wear and tear. I agree to pay for any necessary refurbishment not to exceed \$100 to restore the computer to a condition comparable to other computers in its cohort. I understand that I will be charged for any missing or damaged cables, accessories, etc. that were issued with the system. I further agree to pay all shipping expenses that may be incurred in returning the computer to the University.



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If I choose to ship the computer to the university in a non-university provided box I will be liable for any damaged incurred during shipping as a result of inadequate packaging. I agree that I will buy out the portable media player and/or cell phone for a fee determined by the number of semesters I have completed at the University. If I fail to return the iKnow System by 5:00 PM on the Friday of final exams, I understand that the buyout amount will be charged to my account the following Monday.

If I return the system after the end of the week of final exams, I will be assessed a restocking fee of no less than \$50.00 plus a usage fee as determined below:

Calendar days after end of week of final exams	Usage Fee
1-15	\$0
16-30	\$125
31-60	\$250
61-90	\$375
91+	Will not be accepted

If for any reason I re-enroll after buying out the computer and/or the mobile device I have the option to have the university inspect the devices to determine if they can still be used as the iKnow system. If it can still be used the university will credit my account for the buyout amount minus straight depreciation calculated as 1/8th the original cost of the system per fall and spring semester. **(Initial _____)**

7. I agree to accept full responsibility and to pay for any intentional damage to or abuses of the iKnow System or software, and any consequential losses incurred by the University, its officers, directors, employees or other students occurring as a result of my misuse of the iKnow System or software. **(Initial_____)**
8. I understand that any incidents of loss, theft or accidental damage must be reported to the University iKnow Help Desk as soon as possible, but no later than 48 hours after the incident, or the incident may not be covered by insurance. All repairs must be authorized and/or performed by the University iKnow Help Desk. In the event of accidental damage to the iKnow System, I acknowledge that I am responsible for the cost of needed repairs not covered by warranty or insurance up to \$250. In the case of theft, I acknowledge that I will be responsible for the first \$550 (\$875 MacBook Pro) of the replacement cost of a new iKnow System (a copy of the police report must be provided within 1 week of the theft). I acknowledge that in the case of a lost or destroyed iKnow System, I will be assessed a fee equivalent to the full cost of a new iKnow System. If a theft is reported to the University iKnow Help Desk but a police report is not provided within 1 week of the theft then it will be considered a lost system. **(initial _____)**
- 8b. I understand that the extended warranty, accidental damage, and theft protection only applies to the MacBook/MacBook Pro and not the iPod Touch/iPhone. There is only a standard one year Apple Limited Warranty on the iPod Touch/iPhone. **(Initial _____)**
9. I understand that I will be supplied with a fully functional battery in the computer and that I will be entitled to one replacement for that battery, if it is defective, while I am a student at no additional cost. I further understand that I will be required to purchase any batteries above and beyond the one replacement that I am allowed. **(initial _____)**
10. I authorize the University to charge any costs, fees or penalties arising under this Agreement to my student account at the University and to fund the payment of any such liabilities with any payments or credits to my student account at the University. **(initial _____)**
11. The University reserves the right to recall all or any part of the iKnow System prior to the End of License date. The University may also, but is under no obligation to, make upgrades to the iKnow System during the term of this Agreement. Additional upgrades or enhancements to the iKnow System may be made available for an additional fee(s). **(Initial_____)**
12. **At the time of my graduation from the University**, I understand that I will be able to keep the iKnow System. If I have completed 8 or more semesters at the University before graduation, or the equivalent after opting in to the iKnow Initiative as an upperclassman or transfer student for the fee set by the University, title to the iKnow System will be transferred at no additional cost. If I graduate in a period of less than 8 semesters, an additional payment will be required to transfer ownership. **(initial _____)**



The University hereby disclaims all express and implied warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and noninfringement, with regard to all or any part of the iKnow System. I agree to accept the iKnow System "as is."

In no event shall the University be liable for any incidental, special, indirect, or consequential damage of whatever nature arising out of the use of or inability to use the iKnow System or the performance of or the failure to perform any obligation under this Agreement or any alleged breach of any duty under this Agreement.

I acknowledge that I have read, understand and voluntarily agree to all the terms and conditions of this Agreement. I further understand that these provisions are subject to change without prior notification.

Please print your full name: _____

STUDENT SIGNATURE

DATE

PARENT/GUARDIAN SIGNATURE

DATE

(if student is under 18 years of age)



Executive Vice President

DATE

FREED-HARDEMAN UNIVERSITY

