

Please read the Student Laptop Agreement and tap your Wentworth ID to acknowledge your acceptance of the terms and conditions of this agreement.

Note: You must accept the terms and conditions of this agreement in order to be provided a laptop at this Fall's distribution.

WENTWORTH INSTITUTE OF TECHNOLOGY

2020-2021 STUDENT USER AGREEMENT

Contents

Laptop Program Policy and Introduction:.....	1
Wentworth Laptop Program Policies:.....	2
Software and Data Backup:.....	2
Laptop Repairs:	2
Theft(4):	3
Loaner Laptops:.....	3
Ownership and Return Policies:.....	3
List of Charges for Non-Return of Laptop	4
Laptop Battery and AC Adapter Replacement:.....	4
Appealing Laptop Deductible Charge for Stolen Laptop or Repair Fee:	4
Tech Spot Support:.....	5
TERMS AND CONDITIONS ACCEPTANCE STATEMENT:	5

Laptop Program Policy and Introduction:

Wentworth Institute of Technology (WIT) has initiated a Program to provide students with the use of a laptop computer and software during a student's matriculation as a student at WIT. I understand that I am issued one computer for my entire matriculation at Wentworth. This agreement applies to the Computer System(1) issued to a full-time student on or after August 1, 2020, as well as any loaner and/or replacement Computer System that may be provided to the student after August 1, 2020, or the laptop return date, such as in the case of voluntary or involuntary withdrawal or separation from WIT. By accepting possession of the Computer System, the Software, and the related Peripherals such as manuals, cables, network card, etc., I hereby agree to the following terms and conditions. I understand that by signing this agreement where indicated below, I agree to participate in the Wentworth Laptop Program.

I understand that I only have the right to use the Computer System at WIT. I understand that I must comply with **all** software license agreements and that I am responsible for all actions that I take with use of all software including all acts and omissions. I understand that laptop hardware and software is supported by WIT for **currently** enrolled full time students and that laptop hardware and software is not supported upon graduation. Some software on the laptop is allowed to remain on the laptop until

graduation. Certain software that WIT holds site licenses for will not work once I have graduated from WIT. Upon graduation, Wentworth no longer upgrades or updates graduate owned laptops. Once I have graduated, I understand that I own the laptop and that I cannot download WIT software to my personally owned laptop.

I understand that it is my responsibility to come to the DTS Tech Spot and have appropriate software removed from my laptop prior to my graduation or my leaving Wentworth. I understand that if I wish to update or upgrade software on my personally owned laptop, and in some cases continue using the software I must purchase my own license or upgrade on my own. Hardware repairs after graduation are my responsibility, including those done under any remaining warranty. I shall not sublease, sell, or otherwise grant any individual or business any right or security interest to the Computer System.

Wentworth Laptop Program Policies:

I acknowledge my responsibility for the Computer System at all times during the course of this Agreement and therefore understand that I shall not allow any other person to have access to the Computer System. I will adhere to all of Wentworth's policies and procedures governing the use of this Computer System as defined in Wentworth Institute of Technology's Computer Use Policy that can be found at www.wit.edu/laptop <https://wit.edu/tech-services/policies> www.wit.edu/sd. By signing this document, I certify that I have read the policies and procedures.

Software and Data Backup:

I understand it is my responsibility to backup all data stored on the computer to a device/folder/location not physically part of my computer and that WIT has no obligation to recover lost data. I understand that I must comply with the software licensing rules of any software I load on to the computer, including the Wentworth pre-loaded software. Information on back-up procedures are on-line at <http://www.wit.edu/techspot>.

In the event that the computer becomes inoperable or damaged, if available WIT's Tech Spot will provide a loaner or replacement laptop (not necessarily a new laptop or the same laptop as my original laptop). The loaner laptop will have only the then current Wentworth image and the standard pre-loaded Wentworth software, and I will be issued a loaner laptop only if I comply with the Wentworth Laptop Program financial policies and procedures. WIT staff will not load unauthorized software on the loaner or replacement computer.

Laptop Repairs:

I acknowledge that I am responsible for the cost of any needed repairs not covered by warranty(2) or insurance, up to a \$250 deductible.

I understand that each student is responsible for the care and safekeeping of his or her Computer System at all times, both on and off campus and for any loss or damage(3) to the Computer System. The Computer System must be kept in good working condition, and if necessary, must be repaired through the Wentworth DTS Tech Spot. DTS will not install software on or support personally owned computers. I understand that the DTS Tech Spot is always the first option for repairs. I understand that I must present my WIT issued laptop needing repair to the DTS Tech Spot to receive a loaner laptop (if available). I understand that loaner laptops must be returned to DTS when the repair to the originally issued laptop is complete. If the user ignores notification that their repaired laptop is ready for pick up, the loaner laptop will become the user's permanent laptop and the repaired laptop will be wiped clean of all data and software, and will be used for general purposes. Should I choose to bring my WIT issued laptop to be repaired at a site other than the DTS Tech Spot, I understand that I am responsible for all costs incurred and that Wentworth is not obligated to provide me with a loaner laptop and has no obligation to support me in any manner, including issuing me a replacement laptop.

Theft(4):

I understand that I am responsible for securing my laptop at all times, both on and off campus. In the event of a lost or stolen laptop claim, WIT may, subject to availability provide a replacement laptop (not necessarily a new laptop) with the original operating system and software configuration. I acknowledge that in the case of theft, I am responsible for up to the first \$750 of the replacement cost of the new Computer System (approximate cost being \$2,500) for a first time theft, and for a second theft (and all thefts thereafter), I am responsible for up to the full replacement value of the new Computer System (approximate cost being \$2,500). In the case of theft on campus, the student is responsible for contacting the WIT Department of Public Safety immediately upon discovery of theft. The WIT Department of Public Safety will issue a report to be used for laptop replacement. In the case of theft off-campus the student is responsible for contacting the local police having jurisdiction, obtaining a police report, and then also for reporting the theft to the WIT Department of Public Safety. Laptop replacement will not be made without proper police reports.

To file a request for a replacement laptop, the student must provide the DTS Tech Spot a copy of the WIT Public Safety report and the report from the local police having jurisdiction if the theft occurred off-campus. Allegations of fraudulent claims will be referred to the Massachusetts Attorney General for investigation and possible felony prosecution. I understand that Wentworth Institute of Technology may assess me a late fee equivalent to the cost of a replacement Computer System should I fail to return the laptop on or before the computer return date without producing a WIT Public Safety report or a report from the local police having jurisdiction as outlined above.

Loaner Laptops:

In the case of computer damage or when the DTS Tech Spot determines that a laptop needs repair or replacement, Wentworth will make a loaner laptop available(5) for student use that will be configured with the original operating system and software configuration. I understand that there is a limited pool of loaner laptops that are dispersed on a first come first serve basis and may not be available at all times.

Ownership and Return Policies:

I understand that the laptop is the property of Wentworth while I am a full time, registered student. The laptop becomes my property when I graduate. I understand that it is my responsibility to return the Computer System to the DTS Tech Spot in the same condition as when it was given to me on the Agreement beginning date, should there be any change to my status as a student at Wentworth. This includes withdrawals and dismissals from the Institute.

I understand that my student account will be charged a recovery fee up to \$2,500 if I do not return the Computer System to the DTS Tech Spot upon my separation from Wentworth. I understand that I have two weeks from the date of my withdrawal or dismissal from Wentworth to return the Computer System to the DTS Tech Spot (students are cautioned to check the return policy listed under Policies and Agreements on the WIT website for complete details - <https://wit.edu/tech-services/policies>). If I have not returned the Computer System to the DTS Tech Spot within this two-week period, the Computer System will become my property and I will be responsible for the full balance of the Recovery Fee applied to my student account. I accept all liability associated with use of the operating systems and software on the Computer System. I authorize Wentworth Institute of Technology to charge any liabilities arising under this Agreement against my student account at Wentworth Institute of Technology. Students planning on returning a laptop may either come into the Tech Spot on the 3rd floor of Beatty Hall for a return. Users also have the option of mailing the laptop back to campus. To mail a laptop to Tech Spot please email techspot@wit.edu first to confirm laptop can be mailed. The mailing address is as follows:

Technology Services
550 Huntington Ave
Boston, MA 02115

Your email will serve as an open ticket to ensure that the laptop has arrived undamaged and that receipt is confirmed. Wentworth assumes no responsibility or liability for loss or damage to the laptop or its contents while being returned to Wentworth or while the laptop is being returned to the student. Wentworth may, at its discretion choose to save the package that the laptop was shipped in back to Wentworth. The student is responsible for handling any insurance claim; Wentworth does not assume responsibility or liability for any acts or omissions related to any insurance claim or any claim of responsibility. Students are cautioned that they are required to return their laptop to the DTS Tech Spot before they leave the Wentworth community to avoid, among other actions having to ship the laptop back to Wentworth.

It is the responsibility of the student to take appropriate precautions to prevent damage to or loss/theft of laptop computers in their care and during transit back to Wentworth. The student may be responsible for certain costs to repair or replace the laptop computer if the damage or loss is due to accidental damage, negligence or intentional misconduct, or damage is sustained during shipping to Wentworth. Wentworth will charge the student, and the student is responsible for payment. Wentworth will not interact with insurance companies on behalf of students. Policies for appropriate use of Institute property as identified in the Student Handbook or elsewhere will be used to determine whether liability due to negligent behavior exists.

I agree to accept the Computer, the Software, and related Peripherals “as is”. In no event shall Wentworth Institute of Technology be liable to me or my guardian, personal representative, or heirs for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim, whether in contract, tort, or otherwise, alleging Wentworth Institute of Technology’s failure to perform its obligations under this Agreement or its breach of any duty, common law or otherwise, owed to me.

List of Charges for Non-Return of Laptop

Below are the charges for a non-return of a laptop if a student leaves the institute for any reason inclusive of Withdrawal, Leave of Absence, or Walkaway.

Year of Study	1 st Semester	2 nd Semester	3 rd Semester
First Year	2500	2250	2000
Second Year	1750	1500	1250
Third Year	1000	750	500
Fourth Year	500	500	500

Laptop Battery and AC Adapter Replacement:

Wentworth issued laptop computers and A/C chargers/adapters have a manufacturer’s warranty covering manufacturing defects only, not physical damage or loss. Batteries for these laptops have a 1-year manufacturer’s warranty. Wentworth provides replacement batteries and AC chargers/adapters only when they are covered under the manufacturer’s warranty. Wentworth may, subject to available funds, on a one-time basis replace a battery that is out of warranty after Tech Spot staff complete diagnostic tests to confirm that the battery will not hold a charge (displays "red zone" status on Technology Services test components). Students must bring a laptop with the battery that is out of warranty to the Tech Spot for testing and possible replacement. Students are responsible for replacing lost, stolen, or damaged batteries, and AC chargers/adapters. Third party (non-branded) batteries and power cords are not considered acceptable replacements. Students can purchase branded replacements from the Tech Spot or directly from the vendor for a fee.

Appealing Laptop Deductible Charge for Stolen Laptop or Repair Fee:

Students will be eligible to appeal the deductible fee provided they are currently enrolled and

matriculating in a Wentworth major, have filed a report with Wentworth's Public Safety Department detailing the loss or theft of their laptop computer, and notify the Technology Services Tech Spot of the loss or theft. If the loss or theft occurred off campus, the student must file a police report with the police department having jurisdiction and present a copy of the report along with the Public Safety report when coming to the Technology Services Tech Spot.

All requests for appeal must be submitted via email to Tristan Cary, the Director of Technical Services at caryt@wit.edu. The request must state the details of the loss or theft, along with the reason the student believes that he or she should not pay the deductible. A copy of the Wentworth Public Safety report and local police report (if applicable) must be attached. If deemed appropriate by the Director of Technical Services the appeal request will be forwarded to the Laptop Appeals Committee, comprised of representative from Technology Services, Student Life and Student Financial Services. The Appeals Committee will meet, discuss the appeal request, and issue a decision. The student will be notified of the decision.

For a laptop stolen on the first occasion the fee will be \$750, no matter the year and model of the laptop. Any following laptop reported lost or stolen will be subject to a fee of \$2,500, no matter the year or model of laptop. The laptop will be replaced with a like model subject to availability.

Tech Spot Support:

Wentworth's Division of Technology Services (DTS) supports laptop hardware and software for currently enrolled full-time students; DTS laptop hardware and software support stops at graduation. After graduation, Wentworth no longer upgrades, or updates graduate owned laptops. Hardware repairs after graduation are your responsibility, including those done under any remaining warranty. I understand that it is my responsibility to come to the DTS Tech Spot and have appropriate software removed from my laptop prior to my graduation or my leaving Wentworth. I understand that if I wish to update or upgrade software on my personally owned laptop, and in some cases continue using the software I must purchase my own license or upgrade on my own. Hardware repairs after graduation are my responsibility, including those done under any remaining warranty.

Please Note: Certain Institute licensed software will remain on the laptop and continue working after graduation, and certain software will stop working after graduation or after a certain amount of time after graduation. Upon graduation, Wentworth no longer supports, upgrades, or updates a graduate owned laptop or software. If you leave Wentworth before graduation, you will be required to return the laptop to the Tech Spot.

TERMS AND CONDITIONS ACCEPTANCE STATEMENT: I have read the Program Agreement and agree to abide by the terms and conditions herein. Specifically, I acknowledge that the Computer is owned by Wentworth Institute of Technology and my use of the Computer System is subject to Wentworth Institute of Technology's computer policy as outlined in the Wentworth Laptop Program Student Agreement. If the student is not enrolled in Wentworth Institute of Technology at any time, the student must return the Computer to Wentworth's DTS Tech Spot in good working condition. I understand that I am issued one computer for my entire matriculation at Wentworth. The above is acknowledged and agreed under seal:

(1) "Computer System" in this document refers to the Laptop (Computer), and any other peripherals, software, or attachments originally furnished by Wentworth Institute of Technology with the Computer or thereafter.

(2) Battery Warranty: On a one-time basis and subject to funding, WIT may replace a battery that is out of warranty. See www.wit.edu/laptop "Policies, Agreements" for details.

(3) "Damage" includes anything that is not covered by the manufacturer's warranty.

(4) For lost or stolen laptops, upon presentation of proper documents and if available WIT will provide the user with a replacement (not necessarily new) laptop equal to the laptop assigned to their class.

(5) Although usually available, loaner laptop availability is not guaranteed. If available, laptops are available from a limited pool of older laptops on a first come first serve basis. They must be returned when the repair to the originally issued laptop is complete. If the user ignores notification that their repaired laptop is ready for pick up, the loaner laptop will become the user's permanent laptop.