

BYOD IT Hardware Support Agreement

Student Name (please print): _____

Student ID: _____

Email and Telephone: _____

The undersigned (“Student”) authorizes University of Ontario Institute of Technology (Ontario Tech), Information Technology Services department (IT Services), to perform work on the following personal computing device:

Serial # or Ontario Tech Asset Tag: _____

Terms of Service: Please read each item and provide your signature on the last page to acknowledge acceptance of the terms of service.

Service: IT Services agrees to provide the hardware support and services, as more fully described in Schedule A (the “Services”) appended hereto. For technical issues and malfunctions requiring a diagnostic assessment, IT Services will perform an initial inspection of the personal computing device, its hardware systems and parts to determine the type of work required. IT Services will advise Student as to the results of the diagnostic assessment and options for repair. No further Services will be performed except with the prior consent of the Student. IT Services will make reasonable efforts to complete the Services on or before the date specified in Schedule A. If the Student believes that the issue for which Services were rendered was not resolved and wishes to receive additional Services, the Student must notify IT Services of the unresolved issue within two (2) business days of the completion of Services and submit the personal computing device for further diagnostic assessment. Upon completion of the further diagnostic assessment, IT Services may, in its sole and absolute discretion, (a) perform additional Services on the personal computing device at no additional charge, (b) refuse to perform additional Services if, in its sole and absolute discretion, IT Services believes that the issue is resolved, or (c) refuse to perform Services and refund the fees charged if IT Services determines that it cannot resolve the identified issue for any reason.

The Student has the option to take out and use a Ontario Tech laptop and related equipment and attachments (“Ontario Tech Equipment”), free of charge, for the duration of time IT Services performs Services on the Student’s personal computing device, in which case the terms of Schedule B appended hereto will apply in addition to the terms of this Agreement.

Fees: For Services that are covered under a manufacturer’s warranty, Ontario Tech may perform Services at no charge. For all other non-warranty Services, Ontario Tech will charge fees that are in effect for the academic year during which the Services are performed. The Student must be informed of, and consent to, the Services fees prior to any work being performed.

Payment: All fees will be charged directly to the Student's university account following the completion of the Services. Fees are payable in accordance with the payment terms imposed by the university as it relates to student accounts. Charges for student repairs are due upon completion of the work. Failure to pay these fees may result in interest being calculated at a monthly rate of 1.5% compounded on the monthly balance and added to your tuition account on the last day of every month. It is university policy to forward all overdue accounts to an external collection agency.

All communication regarding your student account is sent to your ontariotechu.net email account, so please ensure that you check your email regularly. Your student account is also available on MyCampus under Account summary by term.

Term and Termination: This Agreement is effective as of the date of the signature below, and will terminate on either (a) the date the Services are completed in accordance with the terms of this Agreement, and/or (b) the Ontario Tech Equipment is returned to or re-possessed by Ontario Tech, as applicable (the "Term"). Ontario Tech reserves the right to terminate this Agreement earlier upon written notice to the Student and, if applicable, to take any action reasonably necessary to re-possess Ontario Tech Equipment that is not returned as of the Return Date.

Impact of Upgrades: Student is responsible to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. It is recommended that Student contact the manufacturer directly for any issues relating to upgrades and incompatibility of hardware and software.

Ownership: By signing below, the Student acknowledges, agrees and represents that it is the owner of the personal computing device for which Services are being sought and rendered under this Agreement. IT Services will not release the personal computing device to any individual who is not the Student. The Student agrees to indemnify, defend and hold harmless Ontario Tech for any third-party claim arising from a breach of this section.

Privacy: If your personal computing device is password protected, IT Services may require your password to perform Services. You are strongly advised to change your password after the completion of Services to minimize any risks associated with password disclosure.

Except as reasonably necessary to perform the Services, IT Services will not intentionally browse the hard drive of the personal computing device or otherwise access or view any files and/or data stored on the device. Notwithstanding the foregoing, it is possible that IT Services may inadvertently access or view files and/or data in the course of performing the Services hereunder. The Student is solely responsible for removing or protecting any personal or private files or data that it does not wish to be viewed or accessed.

Any Personal Information (as defined in the Ontario's *Freedom of Information and Protection of Privacy Act*, as may be amended from time to time) collected by Ontario Tech in connection with

this Agreement will be used solely for the purpose of the provision of Services or to otherwise give effect to the parties' rights and obligations under this Agreement.

If, at any time, during the provision of Services hereunder, it is discovered that the hard drive contains what appears to be, in Ontario Tech's sole and absolute discretion, illegal content (including without limitation pirated, unlicensed software, child pornography), or evidence of criminal conduct, Ontario Tech may report and disclose such content to law enforcement authorities without notice to the Student.

Right to Refuse: In its sole discretion, IT Services reserves the right to decline to perform Services due to insufficient expertise, capacity or resources, or if the personal computing device has a virus, may cause network damage, is generally unsafe or hazardous, or for any other reason.

Abandonment: Student fails to pick-up its personal computing device within ninety (90) days after receiving notification of the completion of the Services, Ontario Tech will treat the personal computing device as abandoned and reserves the right to use it and/or dispose of it at will, without any liability and without further notice to Student.

Assumption of Risks: Student hereby authorizes Ontario Tech employees and contractors to possess and access its personal computing device for the sole purpose of performing the Services hereunder.

Subject to the terms of this Agreement, Student freely accepts and fully assumes all risks inherent in the provision of Services in connection with this Agreement, including without limitation, possible loss, theft or damage to property, loss of data, loss of use or functionality of hardware and software, services interruptions, and other costs, losses, delays and inconveniences resulting from the acts or omissions of Ontario Tech, its employees and contractors.

Disclaimer: Ontario Tech does not make any representations or extend any warranties, express or implied, with respect to the services provided under this agreement, which are all provided "as is". Ontario Tech does not guarantee or make any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, system integration, or that the hardware, software and systems will operate as desired, uninterrupted and error-free.

Limitation of Liability: ONTARIO TECH WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR COSTS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK OR SERVICES IN CONNECTION WITH THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS, THEFT OF OR DAMAGE TO HARDWARE, LOSS OF DATA, LOSS OF USE OR FUNCTIONALITY OF HARDWARE OR SOFTWARE, VIRUSES OR OTHER MALWARE, SERVICE INTERRUPTIONS AND OTHER LOSSES, ERRORS, DELAYS, AND INCONVENIENCES EXCEPT AND ONLY TO THE EXTENT THAT SAID DAMAGES, LOSSES OR COSTS ARE DIRECTLY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILFUL MISCONDUCT OF Ontario Tech EMPLOYEES OR CONTRACTORS.

ONTARIO TECH DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION/DATA, OR OTHER PECUNIARY LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF ONTARIO TECH FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED DIRECT, PROVABLE DAMAGES UP TO THE FAIR MARKET VALUE OF THE PERSONAL COMPUTING DEVICE FOR WHICH SERVICES WERE RENDERED.

Entire Agreement: This Agreement is comprised of the schedules appended hereto and any other document incorporated by reference and represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, oral or written, communications, representations, and agreements. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

I CONFIRM I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST ONTARIO TECH.

Signature: _____ Date: _____

Signature of Parent/Guardian (if Student is minor): _____

Schedule A: Scope of Work

Description of personal computing device:

Other equipment dropped off:

Yes [] No []

If yes, describe:

Received by: _____

Special Instructions:

Service or technical issue (if known): _____

Fees (if known): _____

Estimated Completion Date (if known): _____

Signature: _____ Date: _____

Signature of Parent/Guardian (if Student is minor): _____

Schedule B: Laptop Loan Terms and Conditions

Student Name: (please print) _____

Student ID: _____

Ontario Tech Email and Telephone: _____

Pick-Up Date: _____ Return Date: _____

The Return Date may be extended if the time it takes to complete the Services on the Student's personal computing device is extended. IT Services will notify the Student of any changes to the Return Date using the contact information provided by the Student at the time of signing of this Agreement.

1. **Permitted Use.** Student acknowledges and agrees that the Ontario Tech Equipment is only to be used for academic and educational purposes. Student is responsible for all authorized and unauthorized use of the Ontario Tech Equipment by any person for the Term of this Agreement.
2. **Restrictions on Use.** Student will not:
 - a) Use or permit Ontario Tech Equipment to be used for commercial purposes;
 - b) Permit the Ontario Tech Equipment to be used by any other student or person;
 - c) Operate or use the Ontario Tech Equipment or permit it to be operated or used in violation of law;
 - d) Operate, use, maintain or store the Ontario Tech Equipment in a manner likely to cause damage to the Ontario Tech Equipment;
 - e) Sell, assign, sub-lease, transfer or otherwise encumber the Ontario Tech Equipment;
 - f) Disassemble, disfigure, repair or alter the Ontario Tech Equipment in any way; and
 - g) Breach the intellectual property rights of Ontario Tech and/or third parties (e.g. infringe copyright) or use Ontario Tech Equipment in any way that is inconsistent with Ontario Tech's contractual obligations (e.g. license agreements)
3. **Condition of Equipment.** Student acknowledges that it has fully examined (or had the opportunity to examine and chose not to) the Ontario Tech Equipment, and except as otherwise specified in the Equipment Assessment, appended hereto, Student is satisfied with and has accepted the Ontario Tech Equipment in good condition and repair.
4. **Repairs.** Student agrees and acknowledges to immediately notify Ontario Tech staff at the applicable IT Service Desk of any required repairs, upgrades and other alterations to the Ontario Tech Equipment, and that all such work must be performed by or at the direction of Ontario Tech. Student is liable for any and all unauthorized repairs, upgrades or alterations to Ontario Tech Equipment made by it or a third party.
5. **Return.** Student will return to Ontario Tech the Ontario Tech Equipment at the applicable IT Service Desk on the Return Date, in the same condition as Student received it, except for normal wear and tear resulting from proper use thereof. It is Student's sole responsibility to ensure that its personal data, information and files are saved and/or transferred to another device prior to the return of the Ontario Tech Equipment. Ontario Tech reserves the right to withhold returning the Student's personal computing device for which Services were

rendered until such time as the Ontario Tech Equipment is returned to IT Services in accordance with this Agreement.

6. **Fees.** Ontario Tech reserves the right to charge the following fees:
 - a) **Late fees:** \$20.00 each day the Ontario Tech Equipment is not returned after the Return Date, up to a maximum of \$600 in late fees; or
 - b) **Replacement & Administrative fees:** if Ontario Tech Equipment is not returned within thirty (30) days after the Return Date, the Student may be charged fees equivalent to fair market value of replacement equipment and a reasonable administrative fee related to its procurement.
7. **Ownership.** Ontario Tech will at all times retain ownership and title of the Ontario Tech Equipment. No ownership right or interest in and to the Ontario Tech Equipment will transfer to the Student by operation of this Agreement.
8. **Compliance.** Student acknowledges and agrees that Ontario Tech Equipment constitutes a Ontario Tech technology resource that is governed by the Technology Use Policy. Student will comply with all University policies, procedures and regulations, as amended from time to time, including but not limited to the Technology Use Policy, Network Services Agreement and Student Conduct Policy.
9. **No Warranty.** Ontario Tech MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE Ontario Tech EQUIPMENT LICENSED PURSUANT TO THIS AGREEMENT, WHICH IS PROVIDED "AS IS". Ontario Tech EXPRESSLY EXCLUDES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Ontario Tech FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE OR INJURY TO STUDENT OR THIRD PARTIES AS A RESULT OF ANY ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, LOSS OF DATA, DEFECTS OR OTHER DAMAGES OF ANY KIND RESULTING FROM USE OF THE Ontario Tech EQUIPMENT.
10. **Loss of Property.** Student will promptly notify Ontario Tech staff at the applicable IT Service Desk of any theft or loss of, or damage to the Ontario Tech Equipment. STUDENT WILL BE LIABLE FOR ANY LOSS OR THEFT OF THE Ontario Tech EQUIPMENT CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS.
11. **Indemnity and Liability.** Student will indemnify and hold harmless Ontario Tech, including its officers, directors, employees and agents, from and against any claim, demand, cause of action, loss or liability (including legal fees) on account of i) personal injury, ii) damage to or loss of property; and/or iii) infringement of third-party rights, including without limitation, intellectual property rights, arising from or related to Student's use of Ontario Tech Equipment. The provisions of this Article will survive the expiry or termination of this Agreement. IN NO EVENT WILL ONTARIO TECH BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM STUDENT'S USE OF ONTARIO TECH EQUIPMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **Default; Remedies.** If Student defaults in the payment of Fees or any other fees when due and payable under this Agreement, Ontario Tech will have the right to exercise any one or more of the following remedies:
 - a) To apply such outstanding charges and fees to the Student's Ontario Tech student account;

- b) To deny or revoke registration;
- c) To withhold the release of grades and official transcripts;
- d) To pursue any other remedy at law or in equity.

13. Waiver. No failure of Ontario Tech to exercise or enforce any of its rights under this Agreement will act as a waiver of subsequent breaches; and the waiver of any breach will not act as a waiver of subsequent breaches. Ontario Tech's acceptance of payment with knowledge of a default by Student will not constitute a waiver of any breach.