

TECHNOLOGY AT MARYMOUNT

LAPTOP COMPUTER ACCEPTABLE USE POLICY(AUP)

Please read this entire section carefully.

This agreement is made effective upon receipt of computer, between Marymount High School ("Marymount"), the student receiving a laptop ("Student"), and her parent(s) or legal guardian ("Parent"). The Student and Parent(s), in consideration of being provided with a laptop computer, software, and related materials (the "Computer") for use while the Student is enrolled at Marymount, hereby agree as follows:

1 Equipment

1.1 Ownership: Marymount retains sole right of ownership of the Computer and grants permission to the Student to use the Computer according to the guidelines set forth in this document. Moreover, Marymount administrative staff retains the right to collect and/or inspect the Computer at any time, including via electronic remote access; and to alter, add or delete installed software or hardware.

1.2 Equipment Provided: The actual equipment provided varies from class to class. Efforts are made to keep all laptops configurations the same within each class. All Computers include a DVD-RW/CD-RW, ample RAM and hard-disk space, software, and a power cord. Marymount will retain records of the serial numbers of provided equipment.

1.3 Substitution of Equipment: In the event the Computer is inoperable, Marymount has a limited number of spare laptops (loaners) for use while the Computer is repaired or replaced. This agreement remains in effect for such a substitute. The Student may NOT opt to keep a broken Computer or to avoid using the Computer due to loss or damage. Please note that if the Student forgets to bring her operable Computer or a power adapter to school, a substitute will not be provided.

1.4 Responsibility for Electronic Data: The Student is solely responsible for any non-Marymount installed software and for any data stored on the Computer. It is the sole responsibility of the Student to backup all data as necessary. Marymount provides a means to manually backup data to the Marymount Network however, Marymount does not accept responsibility for loss of any such data or for the Student's own software. Marymount highly recommends that students purchase an external hard drive and perform regular (daily or weekly) backups of their data.

2 Damage or Loss of Equipment

2.1 Warranty for Equipment Defects: Marymount has purchased a three-year manufacturer's warranty covering parts and labor. The warranty covers only damage to the computer caused by manufacturer's defects. Families incur no additional charges for repairs covered by warranty.

2.2 Responsibility for Damage: The Student is responsible for maintaining a 100% working Computer at all times. The Student shall use reasonable care to ensure that the Computer is not damaged. Refer to the *Standards for Proper Care* document for a description of expected care. In the event of damage not covered by the warranty, the Student/Parent will be billed the full amount of the cost of repair or replacement.

2.3 Gross Negligence: Marymount also reserves the right to charge the Student and Parent the full cost for repair or replacement when damage occurs due to gross negligence. Examples of gross negligence include, for example:

- Leaving equipment unattended and unlocked. This includes damage or loss resulting from an unattended and unlocked laptop while at school. (See the *Standards for Proper Care* document for definitions of “attended,” “unattended,” and “locked.”)
- Lending equipment to others other than one’s parents/guardians.
- Using equipment in an unsafe environment.
- Using the equipment in an unsafe manner. (See the *Standards for Proper Care* document for guidelines on proper use).

2.4 Responsibility for Loss: In the event the Computer is lost or stolen, the Student and Parent will be billed the full cost of replacement. (Note: Families may pursue their own insurance. One commonly used insurance application is LoJack: see www.lojackforlaptops.com)

2.5 Actions Required in the Event of Damage or Loss: If her Computer is damaged or lost, the Student must report the problem immediately to the Director of Technology or a member of the Technology Department. If the Computer is stolen or vandalized while not at Marymount or a Marymount sponsored event, the Parent shall file a police report.

2.6 Technical Support and Repair: Marymount does not guarantee that the Computer will be operable, but will make technical support, maintenance and repair available.

3 Legal and Ethical Use Policies

3.1 Monitoring: Marymount will monitor computer use using a variety of methods – including electronic remote access – to assure compliance with Marymount’s Legal and Ethical Use Policies.

3.2 Legal and Ethical Use: All aspects of Marymount’s Computer Use Policy (see Handbook, *Computer Use Policy*) remain in effect, except as mentioned in this section.

3.3 File-sharing and File-sharing Rules: The installation or use of any Internet-based file-sharing tools is explicitly prohibited. File sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video and images). Individuals with legitimate, school-related needs to use these tools must seek prior approval from the Director of Technology.

3.4 Allowable Customizations

- The Student *is permitted* to alter or add files to customize the assigned Computer to her own working style (i.e., background screens, default fonts, and other system enhancements).
- The Student *is permitted* to install software on the assigned Computer so long as she legally owns and installs it in accordance with a license agreement, excepting any software that the Student knows or should know may cause system problems to the Computer. We strongly suggest that students minimize external installations because, if those installations cause system errors, the Computer will be restored to the original settings, and everything stored will be erased. Also, Marymount will periodically conduct maintenance that will require the Student to re-install all non-Marymount software and files. Note: the software originally installed by Marymount must remain on the Computer at all times.

EQUIPMENT LENDING INFORMATION

If the Student properly initials the last section of the Student Laptop Program Acknowledgement Form and if she complies with the provisions below and with all other applicable rules, the Student will be allowed to check out a variety of peripheral equipment such as still cameras, video cameras, microphones, drawing tablets and other audio visual devices for multimedia school projects. Marymount High School grants the Student permission to borrow technology equipment for school and home use based on the Student and Parent's agreement to the following:

1. The Student must return the equipment at the established due dates and times. The Student will be billed for replacement costs if equipment is not returned promptly. Approximate replacement costs include: laptops \$1,400, digital cameras \$500, video cameras \$600, and assorted peripheral items \$25-\$500.
2. The Student must treat this equipment with the same care as if it were her own property.
3. The Student must maintain the equipment in clean condition.
4. The Student must avoid use in situations that are conducive to loss or damage.
5. The Student must heed general maintenance alerts and advice from school technology personnel.
6. The Student must promptly report any malfunction, loss, damage or theft to the Director of Technology or a member of the Technology Department.
7. The Student must always transport the equipment with a case whenever leaving the school building.
8. The Student agrees to adhere to Marymount School's Acceptable Use Policy when using this equipment at all times and locations.
9. The Student agrees that she is responsible for any costs incurred due to loss or damage of equipment as determined by the school.

If a Student violates any of the above provisions or any other applicable rule, she may not be permitted to checkout school equipment in the future and may be billed for any costs that the School incurs because of her violation.

COMPUTER USE AND CONDUCT POLICY

The primary goal of Marymount's available technology is to enrich the learning that takes place in and out of classrooms. In particular, technology offers opportunities for exploration and analysis of academic subjects in ways that traditional instruction cannot replicate. However, certain legal and ethical restrictions apply. Also, the limited supply of both hardware and software requires the School to set priorities for use. Academic work for courses always takes priority over any other use of the technology. The following is a list of rules and guidelines which govern the use of Marymount technology and Network Resources.

Network Resources refers to all aspects of Marymount's owned or leased equipment, including computers, printers, scanners and other peripherals, as well as email, Internet services, servers, network files and folders, and all other technology-related equipment and services. These rules apply to any use of Marymount's network resources whether this use access occurs on or off campus.

Students may not use network resources:

- to create, send, access or download material which is abusive, hateful, harassing or sexually explicit; Marymount has a “no-tolerance” position on harassment of any kind.
- to download, stream or listen to Internet-based music, video or large image files not required for school work, as this slows the performance of the network for all users. The School will monitor the network for violations.
- to send file attachments through the school’s email system that are greater than 7MB in size (the transfer process can hinder network speed and access to others - if you need to transfer large files, please contact the Director of Technology to make special arrangements or use “shared” folders on the network);
- to alter, add or delete any files that affect the configuration of a school computer other than the laptop assigned for personal use;
- to conduct any commercial business as this jeopardizes Marymount’s non-profit status;
- to conduct any illegal activity or to violate any copyright laws;
- to access the data or account of another user; note that altering files of another user is considered vandalism;
- to install any software onto Marymount computers other than the laptop assigned for personal use;
- to copy Marymount school software as copying school owned software programs is considered theft.

In addition, students may not:

- give out their home address or phone number to anyone on the Internet; this protects users from becoming potential victims of those with criminal intent;
- give password(s) to anyone;
- post anonymous messages;
- forward email commonly known as “SPAM,” Unsolicited Commercial Email (UCE), or “junk email.”

Responsibility for Property

Students are responsible for maintaining a 100 percent working Computer at all times. The Student shall use reasonable care to be sure that the Computer is not lost, stolen or damaged.

Such care includes:

- Not leaving equipment in an unlocked car or unlocked home.
- Not leaving equipment unattended or unlocked while at school or elsewhere.
- Not lending equipment to anyone except the Student’s parents.
- Not using equipment in an unsafe environment.

Students must keep the computer locked (i.e. locked in your school locker, home or secure place where others do not have access) or attended (with Student or within her sight) at all times. Computers left in bags or backpacks or in unattended classrooms are considered “unattended” and may be confiscated by faculty or staff as a protection against theft. If the Computer is confiscated, the Student will receive a warning before getting the Computer back. If the Computer is confiscated a second time, the Student may be required to get a Parent signature acknowledging financial responsibility before getting the Computer back. Unattended and unlocked equipment, if stolen – even at school – will be the student’s responsibility.

Discipline

Any student who violates any rules related to technology use will be subject to disciplinary action. The minimum consequence will be a letter home. Students who violate the file sharing rules (set out in the section above entitled Legal and Ethical Use Policies, part 3.3) will also have their hard drives restored to the original settings. Serious or repeated violations will result in further disciplinary action.

Legal Issues and Jurisdiction

Because Marymount High School owns and operates the equipment and software that compose our network resources, the School is obligated to try to take steps to insure that all facilities are used legally. Hence any illegal use of network resources is prohibited. All content created, sent, accessed or downloaded using any part of Marymount's network resources is subject to the rules stated in this policy.

School administration monitors the network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of the School's Network Resources, including the FirstClass email system, the School administration reserves the right, if needed, and at its discretion, to access remotely, open, examine, and/or delete electronic files that violate this Acceptable Use Policy.

Disclaimer

Marymount High School does not have control of the information on the Internet or information in incoming emails. The School uses a network filter to help maintain a safe environment. Additionally, the School may choose to block sites that it feels distract from the academic environment or unnecessarily consume network resources. However, it is impossible to filter or restrict access to all sites that may contain questionable information. Some sites may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal or that is otherwise inconsistent with the mission of Marymount High School. While Marymount's intent is to make Internet access available for educational goals and objectives and to maintain a safe environment, account holders may stumble upon less desirable content in their quest for knowledge. At Marymount, we expect students to obey the Acceptable Use Policy (AUP) when using the Internet and school-wide resources. Students found in deliberate violation of the policy will be disciplined.

In addition, Marymount account holders take full responsibility for their access to Marymount's Network Resources and the Internet. Specifically, Marymount makes no warranties with respect to school Network Resources and does not take responsibility for:

- the content of any advice or information received by an account holder;
- the costs, liability or damages incurred as a result of access to School Network Resources or the Internet; or
- any consequences of service interruptions.

Initial, sign and return the Student Laptop Program Acknowledgement Form indicating that you have read this document and agree to its stated conditions.

ACKNOWLEDGMENT FORM

Marymount’s approach to technology is purposely holistic: technology skills and related computer projects are integrated throughout the daily curriculum to foster active, student-centered learning.

All students and teachers are issued state-of-the-art laptop computers for school and home use. Student computers (currently Apple MacBooks) come fully installed with all the programs used throughout the curriculum, such as Microsoft Office, CS3 Design Standard (Photoshop, inDesign, Illustrator), Inspiration and several other programs used in math and science.

At Marymount, technology is used to enhance communication, collaboration, organization and production in various classes, rather than being taught as a discrete subject. This de-emphasizes the specialization of computer technology as use becomes seamless, ubiquitous and normal. Rather than being directly trained on computer and application use, students instead "learn as they go," relying on their own inquisitiveness, peer support and mini-lessons from teachers when necessary.

Student Laptop Program Acknowledgement Form

Review and initial each statement below. The following items reiterate some of the most important points covered in the Laptop Computer Acceptable Use Policy and the Standards for Proper Care documents that you have also received. You are responsible for complying with all provisions of those documents and all rules concerning technology use; the following only highlights some of the most important rules.	Parent/ Guardian Initial	Student Initial
I understand that I am responsible for backing up my own files and that important files should always be stored in at least two locations (such as on the laptop, external hard-drive, CD or file-server).	_____	_____
I will not leave my laptop, software, or related materials (the “Computer”) unattended unless it is locked in a secure place. My family is fully responsible for the cost of replacement should my Computer be lost or stolen.	_____	_____
I understand that my family is financially responsible for the full cost of my Computer if damage occurs due to my “gross negligence.”	_____	_____
I will not install or use file-sharing programs to download music, video or other media.	_____	_____
I will not duplicate or distribute copyrighted materials other than a back-up copy of those items I legally own.	_____	_____

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I will keep the Computer laptop lid fully closed whenever I move it from one point to another.	_____	_____
I will read and follow general maintenance alerts from school technology personnel.	_____	_____
I will promptly report any problems with my Computer to a member of the Technology Department.	_____	_____
I have read the Equipment Lending Information section of the Laptop Computer Acceptable Use Policy (AUP) which gives students permission to check out peripheral equipment, such as digital still and video cameras, and agree to those conditions (put an "X" if you decline and therefore will not use this equipment).	_____	_____

I have read the Laptop Computer Acceptable Use Policy (AUP) and the Standards for Proper Care addendum and agree with their stated conditions.

Student Name _____
(print clearly)

Student Signature _____ Date _____

Parent Name _____
(print clearly)

Parent/Guardian Signature _____ Date _____

Please return signed form to Marymount High School before August 21, 2009. Students will not receive their laptops until a signed form has been received by Patrick E. Lynch, Director of Technology.

LAPTOP USE AGREEMENT

Purpose

In order to provide students with access to Marymount High School's ("Marymount") online educational network, to foster technology education and project-based learning, and to promote student, parent, and teacher access to technology, Marymount is instituting the Marymount 1 to 1 Laptop Program. Pursuant to this program, each student at Marymount will be issued an individual laptop computer as a supplement to her educational program. This Parent Laptop Use Agreement ("Agreement"), which includes the attached document entitled "Program Description," contains the terms and conditions of the 1 to 1 Laptop Program. Those terms and conditions apply both to the student who is issued a laptop ("Student") and to all parents or guardians (collectively, "Parent") of the Student.

Use of Leased Laptop and Related Equipment

Under this Agreement, Marymount agrees to allow Student to use an individual laptop and related equipment as described in this document. Neither Parent nor Student has or will obtain any ownership interest in the laptop or equipment. This Agreement will begin on the date the Agreement is signed, and will continue until the laptop and related equipment are returned to Marymount.

Maintenance and Repairs

Marymount shall provide an AppleCare warranty for each laptop. In addition, Marymount will provide tech support at the school during school hours to handle routine problems and warranty repair of the laptop and related equipment.

By signing below, you are indicating that you have read the Parent Laptop Use Agreement (which includes the attached document entitled "Program Description") and that you agree, on behalf of yourself, the Student, and the Student's other parent(s) or guardian(s) (if any), to all terms and conditions set forth.

Date: _____

Parent: _____ Print Name: _____

Name of Student: _____ Grade of Student: _____

PROGRAM DESCRIPTION

This document is attached to and is an integral part of the Parent Laptop Use Agreement.

1. The Equipment

The Equipment hereunder consists of one Apple Macintosh MacBook Computer (“Laptop”), the Licensed Software, protective sleeve, and one external hard drive (for backup purposes). No title to or ownership of the Equipment or any part thereof is transferred to Parent or Student by the terms of this Agreement.

2. The Licensed Software

At the discretion of Marymount High School (“Marymount”), certain Licensed Software shall be preinstalled on the Laptop. The Licensed Software is written for use on the Laptop. Parent and Student are authorized to use the Licensed Software only on the Laptop issued to the Student. Parent and Student shall not provide or otherwise make available the Licensed Software or any part or copies thereof in any form to any third party. Parent and Student shall take all reasonable precautions to maintain the confidentiality of the Licensed Software. No title to or ownership of the Licensed Software or any part thereof is transferred to Parent or Student by the terms of this Agreement.

3. Term of Use Agreement

The term of this Agreement, as to all Equipment, shall commence on the date this Agreement is signed, and shall continue until the Student returns all Equipment to Marymount upon termination of the Agreement for any reason.

4. Control, Purposes, and Location of Equipment

Parent shall at all times keep the Equipment in the sole possession and control of Parent or Student. Parent shall not use or permit the Equipment to be used for any purpose for which the Equipment is not designed or reasonably suited (as determined by Marymount). Parent acknowledges and agrees that, at all times: (a) Parent and Student shall use due care to ensure that the Equipment is not used for any illegal activity or private business purposes; (b) Parent and Student shall not sub-lease, rent, or sell any Equipment (in whole or in part) to any third party; and (c) Parent and Student shall not assign this Agreement or their obligations hereunder to any third party for any reason whatsoever.

The Equipment may be moved within the continental United States without prior consent of the School.

5. Installation, Use, and Repairs Off-Campus

Parent shall be responsible, at Parent’s expense, for any installation or use of the Equipment on premises other than Marymount premises (“Off-Campus”) and for any technical support, beyond that supplied under Marymount’s AppleCare warranty, for the use of the Equipment Off-Campus. If the Parent or Student chooses to have repairs done other than through Marymount’s AppleCare warranty, the Parent is responsible for the cost of those repairs.

6. Title and Ownership

All Equipment is and shall remain the property of Marymount High School. The Parent and Student have no property interest in the Equipment. Parent agrees that he or she will not pledge, loan, mortgage, or attempt in any other manner to dispose of the Equipment, and will not suffer any liens, encumbrances, or legal process to be incurred or levied on the Equipment. Marymount may affix tags, decals or plates to the Equipment indicating Marymount’s ownership and neither Parent nor Student shall permit their removal or concealment.

Marymount or its agents shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose Marymount deems appropriate.

7. Maintenance and Repairs

Marymount is purchasing an AppleCare on-site warranty for each Laptop. In the event that the Equipment requires reasonable repair, Student or Parent shall bring the Equipment to school for repair during school hours. Marymount, in its sole discretion, shall either repair the Equipment or contact Apple under the terms of the maintenance agreement between Marymount and Apple. The Parent is responsible for any maintenance and repair expenses that are not covered by the AppleCare warranty.

8. Annual Return of Equipment to Marymount

On a date that Marymount shall determine each school year, Parent or Student shall return the Equipment to Marymount. Marymount may retain the Equipment during the summer months. To the extent it deems appropriate, Marymount shall arrange and pay for reasonable repairs to the Equipment, software updates, or other Equipment maintenance or upgrade during the summer months of each school year.

9. Return of Equipment to Marymount Upon Termination

Upon termination of this Agreement (which is discussed in paragraph 15, below), Parent shall immediately return the Equipment to Marymount in the same condition that it was in on the date this Agreement was signed, reasonable wear and tear excepted.

10. Damage, Loss, or Theft

Parent is responsible for any damage to, and any loss or theft of, the Equipment, unless that damage, loss, or theft is covered by Marymount's AppleCare warranty.

In the event of damage, Parent or Student shall promptly return the damaged Equipment to the Marymount Tech Department for repair or replacement. Marymount shall have the sole discretion to determine whether damaged Equipment is covered by the Marymount AppleCare warranty, and whether it requires repair or replacement.

In the event of loss or theft, Parent or Student shall notify Marymount immediately. Marymount will inform the Parent of the cost of replacing the lost or stolen Equipment, and Parent shall promptly pay that replacement cost to Marymount.

11. Warranty

Marymount warrants that the Equipment delivered hereunder shall be free from defects in material or workmanship, to the extent warranted in the manufacturer's AppleCare warranty. Marymount shall repair all Equipment to the extent repairs are covered under the manufacturer's AppleCare warranty. Parent shall not return any Equipment to the manufacturer, absent the prior instruction and written consent of Marymount.

Marymount's sole responsibility under the warranty shall be either to repair or to replace any component that fails during the warranty period due to a defect in workmanship and/or material, provided that Parent has promptly reported the problem to Marymount.

The above warranty is contingent upon proper use of the Equipment and does not cover Equipment which has been modified without Marymount's approval, which has been subjected to unusual physical or electrical stress, or on which the original identification marks have been altered or removed.

THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY MARYMOUNT. MARYMOUNT MAKES AND PARENT AND STUDENT RECEIVE NO FURTHER WARRANTY (EXPRESS OR IMPLIED). ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THE LIMITED WARRANTY GIVEN UNDER THIS AGREEMENT. MARYMOUNT SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS STATED EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF MARYMOUNT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE EQUIPMENT.

12. Infringement Indemnity

If Marymount has received from Apple Computer, Inc., an agreement to defend any claim, suit, or proceeding brought against Marymount, Parent, or Student based on an allegation that the use or transfer of any Equipment constitutes an infringement of a patent or property right in the United States, Parent and Student shall be indemnified and defended against all claims covered by that agreement between Marymount and Apple Computer. Parent shall notify Marymount within 10 days after the commencement of any suit and shall give full authority, information, and assistance to Marymount (or Marymount's designee) for the defense of the suit. Marymount shall not be responsible for any settlement or compromise made without its consent. Marymount may, at any time, if it is concerned over the possibility of such infringement, at its option and expense, replace or modify the Equipment so that infringement will not exist, or require that the Equipment involved be returned to Marymount so that infringement will not exist.

Marymount shall have no liability to Parent or Student under any provision of this Agreement if any claim of patent infringement arises from the use of the Equipment in combination with equipment, devices, or software not supplied by Marymount, or from the use of the Equipment in any unauthorized manner.

13. Liability

Except as expressly provided in this Agreement, Marymount shall not be liable for any loss, theft, or damage that arises from the acquisition or use of the Equipment, except for loss or damage resulting from Marymount's sole negligence or intentional wrong. Parent shall hold Marymount harmless from any such claims and shall indemnify it from any expense or cost incurred if any such claims are made. **IN NO EVENT SHALL MARYMOUNT BE LIABLE TO PARENT OR STUDENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Parent shall indemnify and hold Marymount harmless for any liability, loss, claim, or damage to persons or property arising out of Parent's or Student's possession, operation, or use of the Equipment or arising out of the fault or negligence of Parent or Student or their agents, including but not limited to any liability, loss, claim, or damage to persons or property arising out of Parent's or Student's improper use of the Equipment.

14. Excusable Delays

Dates and times by which Marymount is required to render performance under this Agreement shall be postponed automatically to the extent that Marymount is prevented from meeting them by any causes beyond its reasonable control. Any such delay shall not be considered a breach of this Agreement.

15. Termination

Marymount, at its sole option, and reserving all other rights and remedies available to it, shall have the right to terminate this Agreement:

- (a) Upon 10 days' written notice if Marymount believes in good faith that Parent or Student has violated any provision of this Agreement;
- (b) Immediately after Student stops attending Marymount, whether on account of graduation, expulsion, voluntary departure, or any other reason; or
- (c) Immediately if Marymount believes in good faith that Parent or Student has assigned any of his or her rights under this Agreement.

Upon termination of the Agreement, Parent shall return the Equipment to Marymount immediately, and neither Parent nor Student shall have any property interest in the Equipment. The term of this Agreement shall last until Parent or Student returns the Equipment to Marymount.

16. Enforceability; Severability; Integration

If any provision of this Agreement is invalid under any applicable statute or rule of law, to that extent it is deemed omitted. In the event that any provision of this Agreement or any obligation or grant of rights by either party is found invalid or unenforceable pursuant to a judicial decree of decision, any such provision, obligation, or grant of rights shall be deemed and construed to extend only to the maximum permitted by law and the remainder of this Agreement shall remain valid and enforceable according to its terms. This is an integrated agreement and all prior and contemporaneous discussions or agreements are merged into it.