

KeystoneREN Acceptable Use Policy

1. Participation in the KeystoneREN Network (“KeystoneREN”) is available to members of KeystoneREN in good standing.
2. A member subscribing to KeystoneREN services (customer) may make access to the KeystoneREN Network available only to persons in the following categories, such persons to be selected by the member: (i) its students; (ii) members of its faculty; (iii) its employees; (iv) other individuals that normally have access to member’s networks when member judges those individuals to fall within the spirit of the KeystoneREN Network Acceptable Use Policy (“AUP”), and (v) any other person with the prior written consent of KeystoneREN.
3. In selecting the persons who will have access to the KeystoneREN Network, each member shall seek to ensure that the expected traffic over the KeystoneREN Network to and from such persons will conform to the KeystoneREN Network AUP. The KeystoneREN Network AUP may be modified from time to time by KeystoneREN. Each participant shall inform the persons to whom it has provided access about the KeystoneREN Network AUP.
4. KeystoneREN reserves the right to interrupt, suspend or reduce service to any member or any other person, when such action is necessary in KeystoneREN’s sole judgment. KeystoneREN will endeavor where reasonably possible to provide advance notice to the member of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension, or reduction KeystoneREN will contact the member in an attempt to resolve any problems and restore service. If requested by KeystoneREN, member agrees to temporarily suspend some or all of its traffic and collaborate to resolve any problems. Notwithstanding any other provision of these terms of participation, KeystoneREN shall not be liable to any member or any other person for any error in transmission or for any interruption or termination of participation, either partial or total, either intentional or accidental (including any error, interruption, or termination due to the deliberate misconduct or negligence of any person), whether or not prior notice of any such interruption or termination has been given.
5. Each member is responsible for all arrangements, both contractual and physical, for establishing its connection to the KeystoneREN Network. Such arrangements include, but are not limited to, providing, operating, and maintaining the equipment necessary for connection to the KeystoneREN Network. Although such arrangements are the member’s responsibility, KeystoneREN will provide advice and assistance as available, and KeystoneREN has the right to object to any arrangement that it deems

inconsistent with the objectives or the successful operation of the KeystoneREN Network.

6. Members are responsible for establishing and maintaining their own access security, including the security of user identification, passwords, and any other confidential information related to their use of KeystoneREN. Members' security standards for access to the KeystoneREN Network must conform to the KeystoneREN Network AUP.
7. Each member shall promptly notify KeystoneREN of any known or suspected unauthorized use of its access to the KeystoneREN Network and of any known or suspected breach of security. The KeystoneREN Network Operations Center ("KeystoneREN NOC") will notify the member of any known breach of or challenge to the KeystoneREN Network potentially affecting them.
8. Each member shall promptly notify KeystoneREN (via the KeystoneREN NOC) of errors, system failures, or other interruptions in service of the KeystoneREN Network.
9. The KeystoneREN network is provided on an as is, as available basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. KeystoneREN expressly disclaims any representation or warranty that the KeystoneREN network will be error-free, secure, or uninterrupted. No statement, oral or written, given by KeystoneREN, any of its employees, or any other person will create a warranty, nor may any participant rely on any such statement for any purpose.
10. A member may not assign any of its rights or obligations under its Service Agreement to any other person without KeystoneREN's written consent.