

R&E Network AUP

October 24, 2007

The NYSERNet Research and Education Network ("R&E Network") may be used only in support of the research and education activities of Participating Members, as defined in the NYSERNet Membership Policies, and third party users who obtain access to the R&E Network through a Participating Member ("Third Party Users"). The R&E Network and other services provided by or through NYSERNet are to be used by each Participating Member and Third Party User in a manner that is consistent with federal, state, local and international laws, rules or regulations, this AUP and any agreements between NYSERNet and the Participating Member. The R&E Network is not a "fail safe" system and is not designed or maintained for use under any circumstances in which the partial or total failure of the R&E Network or any related service would jeopardize life, health or safety.

Each Participating Member and Third Party User is responsible to assure that their respective use of the R&E Network is consistent with any limitation imposed by governmental subsidy.

Each Participating Member and Third Party User must comply with the terms of the AUP and communicate the terms and restrictions to users authorized by them to use the R&E Network. NYSERNet shall have no obligation or liability for any unlawful or improper use of the R&E Network or any use that is in violation of or inconsistent with this AUP, nor shall NYSERNet have any duty or obligation to exercise control over the use of, or the content or information passing through, the R&E Network.

Any obligations of Participating Members that may be created in this AUP are for the sole benefit of NYSERNet and, except as provided herein, nothing in this AUP imposes or is intended to impose any obligation by any Participating Members to any third party.

In cases where communications are carried across networks other than the R&E Network, the acceptable use policies of those other networks may apply and may limit use.

The President of NYSERNet, and the President's designees, may at any time make determinations that particular uses are or are not consistent with this AUP or the purposes of NYSERNet, which determinations will be binding.

The Downstream Access Policy of NYSERNet is incorporated into this AUP, and a violation of the Downstream Access Policy shall be deemed a violation of this AUP. NYSERNet will notify Participating Members at least 30 days in advance of any changes to the AUP.

NYSERNet reserves the right, at any time, to take steps as necessary to prevent violations of the AUP and reserves all rights and remedies including, without limitation, those set forth in any agreements between NYSERNet and each Participating Member.