



Letter of Application (Rev-2)

Internet2
1000 Oakbrook Drive, Suite 300
Ann Arbor, MI 48104

ATTN: Andrea Blome

Re: Internet2 Network Participation Application

Dear Mr. Vietzke;

As a Member of Internet2 ("Internet2"), we, _____
(*name of applicant*) are committed to the objectives of Internet2, including the promotion of advanced networking research to support higher education. To that end, we wish to join other Internet2 Members in participating in the high-performance backbone network called the Internet2 Network as of the Participation Date below. We understand that the Internet2 Network is intended to encourage the development of advanced network applications and services and has experimental attributes that distinguish it from standard networks. We have asked Internet2 ("you") to lead the design, development and operation of the Internet2 Network, on behalf of and for the benefit of all participating Members.

We agree to abide by the Internet2 Network Terms of Participation. The Terms of Participation in effect as of December 1, 1998 are attached to this Application. We understand that you may modify the Terms of Participation from time to time by giving 30 days prior notice to us or without notice if authorized to do so by the Internet2 Board of Trustees. We agree that our continuing use of the Internet2 Network ("Internet2 Network Participation"), after you have posted any such modification on the Internet2 Network website, will constitute our continuing agreement to the Terms of Participation as so modified. We have the right to terminate our Internet2 Network Participation at any time if the Terms of Participation are modified in a way that is not acceptable to us.

We have supplied you with information about our intended means of connection to the Internet2 Network, including the names of our Connector, and contact information (a) for the resolution of problems involving the operation of the network (the "Participant Technical Contact") and (b) for all other matters (the "Participant Executive Contact") on Exhibit B to this Application.

When this Application is countersigned by you, it will become an Internet2 Network Participation Agreement and we will become an Internet2 Network Participant.

We have enclosed a check or purchase order for the Internet2 Network Participation Fee for the first year of our Participation, which is refundable if you do not countersign this application, but is not refundable if we cancel our participation after acceptance. We understand that the amount of the future annual Participation Fee is subject to change by you.

The Internet2 Network Participation Agreement, including its attachments, constitutes the entire understanding between you and us with respect to our use of the Internet2 Network and supersedes any prior understandings and agreements, written or oral, between you and us regarding this subject matter. No representation or other statement, written or oral, will be binding on you or us unless it is set forth in this Agreement, the Terms of Participation, or the Appendix thereto.

Sincerely,

MEMBER

_____ Date: _____
[signature]

By: _____
[print name]

Title: _____ Participation Date: _____
[print name]

ACCEPTED BY INTERNET2:

_____ Date: _____
Robert P. Vietzke
Executive Director

INTERNET2 NETWORK TERMS OF PARTICIPATION EFFECTIVE AS OF DECEMBER 1, 1998

- 1. Participation in the Internet2 Network ("Internet2 Network") is available only to Members of Internet2 who (i) agree to adhere to these Internet2 Network Terms of Participation, and (ii) are approved by Internet2 for Internet2 Network Participation ("Participants").**
- 2. Traffic over the Internet2 Network shall consist of IP packets traveling between and among Internet2 Network Participants. Each Participant shall determine the IP addresses to and from which Internet2 Network traffic may travel and shall provide a list of such addresses to Internet2 and update the list as needed.**
- 3. A Participant may make access to the Internet2 Network available only to persons in the following categories, such persons to be selected by the Participant: (i) its students; (ii) members of its faculty; (iii) its employees; (iv) other individuals that normally have access to Participant's networks when Participant judges those individuals to fall within the spirit of the Internet2 Network Acceptable Use Policy ("AUP"), and (v) any other person with the prior written consent of Internet2.**
- 4. In selecting the persons who will have access to the Internet2 Network, each Participant shall seek to ensure that the expected traffic over the Internet2 Network to and from such persons will consist primarily of research or educational materials and will otherwise conform to the Internet2 Network AUP. The Internet2 Network AUP is set forth in Exhibit A to these Terms of Participation. The Internet2 Network AUP may be modified from time to time by Internet2. Each Participant shall inform the persons to whom it has provided access to the Internet2 Network about the Internet2 Network AUP.**
- 5. Internet2 reserves the right to interrupt, suspend or reduce service to any Connector, any Participant, or any other person, when such action is necessary in Internet2's sole judgement. Internet2 will endeavor where reasonably possible to provide advance notice to the Participant of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension or reduction Internet2 will contact the Participant in an attempt to resolve any problems and restore service. If requested by Internet2 Participant 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, INTERNET2 SHALL NOT BE LIABLE TO ANY PARTICIPANT 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.

- 6. This Internet2 Network Participation Agreement may be terminated for convenience by the Participant, by giving 30 days notice to Internet2 via fax or letter mail. No fees will be refunded by Internet2 to a Participant in the event of termination for convenience.**

Internet2 may withdraw all or part of this service at some future date. In this event Internet2 will endeavor to provide substantial notice and work with the Participant to effect a smooth transition.

This agreement may be terminated for cause by either party for failure of the other party to comply with the terms of this agreement. Prior to termination, the party wishing to terminate the agreement must notify the other party in writing of the reason(s) for termination and the party so notified will have five (5) business days to respond. If the parties concur that termination is appropriate they will execute a termination of this agreement. If the parties are unable to resolve the reasons satisfactorily to both parties then Section 14 will be used for the purposes of resolution.
- 7. Each Participant is responsible for all arrangements, both contractual and physical, for establishing its connection to the Internet2 Network. Such arrangements include, but are not limited to, providing, operating, and maintaining the equipment necessary for connection to the Internet2 Network. Although such arrangements are the Participant's responsibility, Internet2 will provide advice and assistance as available, and Internet2 has the right to object to any arrangement that it deems inconsistent with the objectives or the successful operation of the Internet2 Network.**
- 8. Internet2 will normally operate the Internet2 Network 24 hours per day every day. However, Internet2 expects, and shall have the right, to suspend the operation of the Internet2 Network from time to time for purposes of testing and maintenance. Internet2 will attempt to provide advance explanation and warning of changes to the service with a view to allowing mutually satisfactory implementation of end to end service.**

In the event of an emergency and to protect the network or other Participants Internet2 may modify, suspend, or discontinue any aspect of the Internet2 Network, without prior notice, impose limits on Internet2 Network features and services, or restrict any Participant's access to any part or all of the Internet2 Network. As soon as possible thereafter, Internet2 will contact the Participant in an attempt to resolve any problems and to reestablish service.
- 9. Participants 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 participation. Participants' security standards for access to the Internet2 Network must conform to the Internet2 Network AUP.**

- 10. Each Participant shall promptly notify Internet2 of any known or suspected unauthorized use of its access to the Internet2 Network and of any known or suspected breach of security. The Internet2 Network Operations Center (“Internet2 NOC”) will notify the Connector and Participants of any known breach of or challenge to the Internet2 Network potentially affecting them.**
- 11. Each Participant shall promptly notify its Connector and Internet2 (via the Internet2 NOC) of errors, system failures, or other interruptions in service of the Internet2 Network. For other service issues, a Participant should notify the Internet2 Network Executive Director or the Executive Director's nominee. Names and contact numbers will be posted on the Internet2 Network website.**
- 12. THE INTERNET2 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. INTERNET2 EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE INTERNET2 NETWORK WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. NO STATEMENT, ORAL OR WRITTEN, GIVEN BY INTERNET2, ANY OF ITS EMPLOYEES, OR ANY OTHER PERSON WILL CREATE A WARRANTY, NOR MAY ANY PARTICIPANT RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE.**
- 13. A Participant may not assign any of its rights or obligations under its Internet2 Network Participation Agreement to any other person without Internet2's written consent. This Internet2 Network Participation Agreement is governed by New York law.**
- 14. In the event of a dispute, the Participant and Internet2 are required to negotiate in good faith for 60 days, and if the dispute is not resolved by such negotiation, to arbitrate the dispute before a single arbitrator in Washington, D.C.**

EXHIBIT A

INTERNET2 NETWORK ACCEPTABLE USE POLICY

The Internet2 network can be used for any legal purpose, so long as it does not interfere with or adversely affect the operation of the Internet2 network or any network user, as may be determined by Internet2.

Internet2 reserves the right, through its published governance processes, to modify this AUP (and its posted guidelines or other rules) from time to time and intends to provide advance notice of any such modifications.

**EXHIBIT B
CONNECTION TO INTERNET2 NETWORK**

**[TO BE PROVIDED BY PARTICIPANT;
PLEASE IDENTIFY THE INTERNET2 NETWORK CONNECTOR(S)
FOR THIS PARTICIPANT, AND CONTACT INFORMATION FOR
YOUR EXECUTIVE , TECHNICAL, AND BILLING CONTACTS]**

EXHIBIT C INTERNET2 NETWORK PARTICIPATION FEE

Applicant agrees to pay the Internet2 Network Participation Fee or to submit a purchase order for the fee (Network Participation fee for 2010 TBD by Internet2 Membership Category and Level, made payable to Internet2) with this application with the understanding that should Internet2 not countersign this application and return it to Applicant the fee will be refunded. The fee for each subsequent year will be payable before each anniversary of the Participation Date, unless either Applicant or Internet2 has given notice of termination of Applicant's Internet2 Network Participation more than 30 days before the anniversary of the Participation Date.

The Internet2 Federal Employer ID # is 52-2060187

INTERNET2 NETWORK CONNECTION FEE

When countersigned, this Participation Agreement gives the Participant the right to send and receive traffic over the Internet2 Network, but the Participant is responsible for obtaining its own physical connection to Internet2 Network and paying the appropriate fees. If that connection is through another institution, but the Participant would prefer to be billed directly by Internet2, please inform Internet2 as soon as possible.