

## **PennREN Acceptable Use Policy**

1. Participation in the PennREN Network (“PennREN”) is available to members of KINBER in good standing.
2. A member subscribing to PennREN services (customer) may make access to the PennREN 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 PennREN Network Acceptable Use Policy (“AUP”), and (v) any other person with the prior written consent of KINBER.
3. In selecting the persons who will have access to the PennREN Network, each member shall seek to ensure that the expected traffic over the PennREN Network to and from such persons will conform to the PennREN Network AUP. The PennREN Network AUP may be modified from time to time by KINBER. Each participant shall inform the persons to whom it has provided access about the PennREN Network AUP.
4. KINBER reserves the right to interrupt, suspend or reduce service to any member or any other person, when such action is necessary in KINBER’s sole judgment. KINBER 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 KINBER will contact the member in an attempt to resolve any problems and restore service. If requested by KINBER, 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, KINBER 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 PennREN Network. Such arrangements include, but are not limited to, providing, operating, and maintaining the equipment necessary for connection to the PennREN Network. Although such arrangements are the member’s responsibility, KINBER will provide advice and assistance as available, and KINBER has the right to object to any arrangement that it deems inconsistent with the objectives or the successful operation of the PennREN 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 PennREN. Members' security standards for access to the PennREN Network must conform to the PennREN Network AUP.
7. Each member shall promptly notify KINBER of any known or suspected unauthorized use of its access to the PennREN Network and of any known or suspected breach of security. The PennREN Network Operations Center ("PennREN NOC") will notify the member of any known breach of or challenge to the PennREN Network potentially affecting them.
8. Each member shall promptly notify KINBER (via the PennREN NOC) of errors, system failures, or other interruptions in service of the PennREN Network.
9. The PennREN 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. KINBER expressly disclaims any representation or warranty that the KINBER network will be error-free, secure, or uninterrupted. No statement, oral or written, given by KINBER, 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 KINBER's written consent.