

# Internet2 eduroam<sup>®</sup> Connector Agreement

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This Internet2 eduroam Connector Agreement (this "Agreement") is entered into by and between Internet2 and Connector as of the Effective Date. Capitalized terms used herein are defined in Section 11.

## 1 CONNECTOR ORDER INFORMATION.

Connector Organization Name	
"Effective Date" of this Agreement	
Size of your Organization to determine annual Fees*	
Billing Contact Name	
Email Address	
Phone Number	
Notices to Connector (i.e., Legal Contact) Name	
Email Address	
Phone Number	
Mailing Address	

\*If your organization is an institution of higher education, please enter your IPEDS student population as reported here: <https://nces.ed.gov/collegenavigator>. If your organization has no students, please report your total number of employees.

**2 TERM.** The "Initial Term" of this Agreement commences on the Effective Date and ends on December 31 of the calendar year of the Effective Date. Subject to Section 8.1-Appropriation of Funds of this Agreement, this Agreement will automatically renew on January 1 of each subsequent calendar year following the Initial Term for consecutive 1 year Renewal Terms unless (a) a Party notifies the other Party at least 30 days before the then upcoming Renewal Term that it does not wish to renew this Agreement, or (b) Governing Law prohibits any automatic renewal. Connector represents that it has accurately identified the Governing Law citation that prohibits automatic renewal in Exhibit A, attached hereto. Notwithstanding anything to the contrary in this Agreement, Connector shall be bound by the terms of this Agreement so long as Connector continues to use the eduroam service.

### **3 SERVICE.**

**3.1 eduroam service.** Internet2 offers the eduroam service to Connector in the United States ("U.S."). The eduroam service allows Connector (which includes its IdP Users) to use their institutional assigned credentials to access the Internet. When Users travel outside of the U.S., Internet2 may transfer Connector Data to third parties as needed to fulfill its obligations under this Agreement (i.e., Connector Data may be sent across borders and to countries or jurisdictions around the world, as needed). Connector hereby consents to: (1) the use of the Connector Data for the purposes identified herein and in the then-current technical documentation and specifications for the eduroam service; and (2) the transfer of the Connector Data within and outside of the United States, including to countries and jurisdictions around the world. Connector must provide notice to its IdP Users of all of the foregoing (including, without limitation, (1) and (2) above) and obtain the required consents and/or acknowledgments, as applicable, of its IdP Users to such usage. Connector shall be solely responsible for complying with all applicable domestic and international laws and regulations (including, without limitations, data privacy laws) relating to its use of the eduroam service. Internet2 shall have no liability to Connector or any other Person (including any Users) for Connector's failure to comply with this provision. For the avoidance of doubt, and notwithstanding Section 10.9 of this Agreement, Internet2 is not, by this Agreement, granting to Connector any trademark sublicense or other right to use the EDUROAM trademark, which is a registered trademark owned by GÉANT.

#### **3.1.1 eduroam service Delivery.**

**3.1.1.1** On or about the Effective Date, Internet2 will provide Connector with access to the eduroam service. Connector is responsible for all arrangements, both contractual and physical, to establish its connection to the eduroam service. Such arrangements include providing, operating, and maintaining the equipment necessary for connection to the eduroam service. Although such arrangements and associated costs are Connector's responsibility, Internet2 will provide initial setup support of up to 5 hours. Internet2 has the right to object to any arrangement that it deems inconsistent with the successful operation of the eduroam service.

**3.1.1.2** eduroam is a global service. However, Internet2 is only providing the eduroam service that is based, offered, maintained and operated in the U.S. Internet2 is not providing or responsible for any eduroam service provided outside the U.S. by other eduroam service providers or for the actions or omissions of any such other eduroam service providers, including in connection with the compliance of such other eduroam service providers with any applicable data privacy laws.

**3.1.2 Connector Registrations.** All systems (IdPs and SPs) registered by a Connector must be under the management control of the Connector's organization. Connector may not register third party systems of any Person without the express prior written consent of Internet2.

**3.1.3 Internet2 Security of eduroam service.** Internet2 may, from time to time, ping or otherwise communicate with Connector's servers using non-intrusive techniques, to monitor the health, status, and security of eduroam connected endpoints. Internet2 shall not share any log data relating to Connector's use of the eduroam service under this Agreement unless required by applicable law or if it is anonymized such that it does not individually identify Connector or its Users. Internet2 may share anonymized data with the community of connectors for purposes of monitoring and improving the eduroam service.

**3.2 Data Transmitted or Received through the eduroam service, including Connector Data.** Internet2 is not responsible for the content of any data (which includes any information) transmitted or received through the eduroam service by any Person. Internet2 exercises no control over, and accepts no responsibility for, any data (which includes any information), including any Connector Data.

#### **3.3 Certain Obligations of Connector.**

**3.3.1** For the Pre-Term Period (as defined in Section 4.2.4), if any, the Initial Term, and each Renewal Term, the size of your organization shall be calculated in the manner then described at the following website <https://www.incommon.org/eduroam/subscribe.html>, or any successor website designated by Internet2. For the Initial Term, Connector's reported IPEDS data will be used. If Connector has no IPEDS data, Connector shall report the number of IdP Users to Internet2 by the Effective Date. For each Renewal Term, Connector shall update its reporting to Internet2 at least 60 days prior to the start of such

Renewal Term. Internet2 may request additional evidence to support Connector's reported size-of-organization number.

- 3.3.2 Connector is responsible for (a) appointing eduroam Administrators and notifying Internet2 of such appointments; (b) promptly notifying Internet2 of any changes to such eduroam Administrators; (c) assigning eduroam service credentials to its IdP Users; and (d) acquiring the equipment (e.g., RADIUS servers) and software that Internet2 advises is necessary for Connector to be an IdP and, if applicable, a SP.
- 3.3.3 Connector, through its eduroam Administrators, shall keep technical information registered with Internet2 current and complete. This includes IdP realm, IP addresses, shared secrets, and any other information reasonably requested by Internet2.
- 3.3.4 Connector shall not sell, resell, license, sublicense, or in any other manner transfer or distribute access to the eduroam service, whether in whole or in part, to any third party IdPs or SPs or to any other Person, except that the foregoing is not meant to prohibit Connector from permitting Users to access the eduroam service in accordance with the terms of this Agreement, nor is it meant to prohibit Connector from recouping aggregate IT fees associated with providing IT services, including eduroam services. Connector also shall not (a) disassemble, reverse engineer or decompile the eduroam service or any of Internet2's (which, for the avoidance of doubt, includes Internet2's Contractor/Agents') equipment used to provide the eduroam service (the "Internet2 Equipment"), or prepare derivative works from any component of the eduroam service or Internet2 Equipment, or attempt to discover any portion of the source code or trade secrets therein; (b) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the eduroam service or Internet2 Equipment; (c) intentionally subject the eduroam service or the Internet2 Equipment to spam, harmful code, viruses, malware, phishing or other attacks; or (d) intentionally take any actions that Internet2 reasonably believes may undermine, harm or disrupt the eduroam service, Internet2, or use of the eduroam service.
- 3.3.5 Connector shall not register SPs that it does not have sole control over. Connector may only provide IdP services for its IdP Users and not any other Person. In addition, Connector shall take commercially reasonable steps to confirm the identity of the IdP Users it registers.
- 3.3.6 Other than the Internet2 Equipment, Connector shall be solely responsible for installing, maintaining and repairing any necessary equipment and software (including any servers) in connection with providing Users access to the eduroam service at the Connector site(s) and providing IdP services for use of the eduroam service by its IdP Users, and Internet2 shall not have any responsibility or liability in connection with such equipment (even if Internet2 recommended the use of such equipment). In connection with Internet2's provisioning of the eduroam service for Connector, Connector will cooperate with Internet2 to enable testing of connectivity to the eduroam service, at no cost to Internet2.
- 3.3.7 To the extent permitted by Governing Law, Connector is responsible for all actions and omissions of its IdP Users taken in connection with this Agreement or the eduroam service, all of which are attributable to Connector for all purposes under this Agreement. Notwithstanding the foregoing, Connector will not be responsible for the actions or omissions of an IdP User taken in connection with this Agreement or the eduroam service if (a) such IdP User is either Connector's employee acting outside of the scope of his or her employment, or Connector's student (a "Student IdP User"), provided that such Student IdP User is not and was not at the applicable time an employee or Contractor/Agent of Connector; and (b) Connector used reasonable efforts to ensure that such employee or Student IdP User acknowledged the AUP.

#### **3.4 Compliance with International eduroam Policy.**

- 3.4.1 Connector will provide access to all eduroam Users, irrespective of their origin and without charge.
- 3.4.2 Connector shall comply in all respects with the eduroam Compliance Statement and any other terms that the GeGC deems appropriate per its governance principles. Additionally, Connector will meet all requirements related to its IdPs and/or SPs in the eduroam Compliance Statement appendices.

#### **3.5 System Downtime and Outages of the eduroam service.**

- 3.5.1 Internet2 may schedule Interruptions of the eduroam service for maintenance and other purposes. Unplanned Interruptions or reductions in the capacity of the eduroam service also may occur. When reasonably practicable, as determined by its sole discretion, Internet2 will provide advance email notice to Connector of any such Interruptions or reductions of the eduroam service. As soon as practicable following such Interruptions or reductions, Internet2 will, when it believes appropriate, use commercially reasonable efforts to contact Connector in an attempt to resolve any problems and restore eduroam service.
- 3.5.2 In the event Internet2 reasonably determines that Connector's use of the eduroam service is or may adversely affect Internet2, the Internet2 Network, the eduroam service, or interfere with another Person's use of the eduroam service, Internet2 shall notify Connector and provide a reasonable period of

time (as determined by Internet2) given the circumstances, for Connector to correct the problem. If such problem is not corrected within such reasonable amount of time, Internet2 shall have the right to suspend Connector's, or just the applicable Users', use of the eduroam service, whichever Internet2 chooses. Notwithstanding the foregoing, if (a) in Internet2's sole judgment, Connector's continued use of the eduroam service presents a threat of harm, damage or injury to Internet2 or any other Person, the Internet2 Network, or the eduroam service, (b) Internet2 is advised by a governmental authority with appropriate legal jurisdiction that Connector's use of the eduroam service is a violation of local, state, national or international law, or (c) Internet2 is ordered to do so by a governmental authority, Internet2 shall have the right to suspend Connector's (which, for the avoidance of doubt, includes all Users') use of the eduroam service immediately, without prior notice to Connector or any other Person.

**3.6 Modification.** Internet2 reserves the right to modify or otherwise change the features, functionality and delivery of the eduroam service at any time upon reasonable prior notice of modifications via email to the eduroam Administrator(s).

**4 BILLING AND PAYMENTS.** Section 4.1 applies if Connector is an Internet2 Higher Education member, and Section 4.2 applies if Connector is not an Internet2 Higher Education member.

**4.1 Internet2 Higher Education Members.** As stated above, this Section 4.1 applies only if Connector is an Internet2 Higher Education member. (Internet2 Higher Education members are generally listed on <http://www.internet2.edu/communities-groups/members/higher-education/>).

4.1.1 (a) As of the Effective Date, the eduroam service is available to Connector without payment of any annual fee to Internet2. If Connector requests any amendments to this Agreement, other than changes required by state or local law, as discussed below, Internet2 will charge Connector a registration fee as discussed at <https://www.incommon.org/eduroam/subscribe.html>, or any successor website designated by Internet2. In the event the Agreement must be amended in order for Connector to comply with state or local laws, Connector may request such amendment in writing. Connector must provide documentation supporting the required amendment(s). If Internet2 agrees that such amendment is necessary for Connector to comply with state or local law and amends the Agreement, Internet2 will waive the above-mentioned registration fee for Connector.

(b) Internet2 shall have the right at any time during the Term to notify Connector that it must commence paying Service Fees (a "Section 4.1 Notice") at which time Connector shall thereafter pay Service Fees for all Renewal Terms that commence after Connector's receipt of such Section 4.1 Notice (except that if Connector receives the Section 4.1 Notice less than 90 days before the then next Renewal Term begins, Connector shall not have to pay Service Fees for that then next Renewal Term, but, will have to pay Service Fees for all Renewal Terms subsequent to that then next Renewal Term). Each Renewal Term for which Connector is required to pay Service Fees pursuant to the terms above shall be referred to as a "Post-Notice Renewal Term."

4.1.2 Connector will receive an invoice from Internet2 for the Initial Term on or about the Effective Date. For each Renewal Term, Connector will receive an invoice from Internet2 for such Renewal Term 30 to 60 days prior to the commencement of such Renewal Term, and, for each Post-Notice Renewal Term, such invoice shall reflect the amount of Service Fees due from Connector for such Renewal Term. Without limiting Internet2's rights to increase Service Fees as set forth in Section 4.1.4, for each Post-Notice Renewal Term, the Service Fees for such Renewal Term shall be calculated in the manner then set forth in <https://www.incommon.org/eduroam/subscribe.html>, or any successor website designated by Internet2. Except for taxes based on Internet2's net income, Connector shall also be responsible for payment of all Transaction Taxes, however, designated. If Connector is tax exempt, it shall timely submit to Internet2 valid and sufficient tax exemption evidence.

4.1.3 For each Post-Notice Renewal Term, Connector shall pay Internet2 the amount set forth on each invoice within 30 days of the invoice date. If Connector fails to pay in full all amounts owed under any invoice within 60 days after the due date, Internet2 may immediately suspend or terminate the eduroam service. Connector may only dispute an invoice if it has a good faith and reasonable basis for doing so, provides Internet2 with written notice of the disputed amount within 30 days of the invoice date, and timely pays any undisputed portion of such invoice. Connector and Internet2 shall seek to promptly resolve any disputed invoice, and Connector shall pay to Internet2 the resolved amount within 30 days following the resolution of the dispute.

4.1.4 For each Post-Notice Renewal Term, Internet2 shall have the right to increase the Service Fees for such Renewal Term by providing Connector with notice of the increase at least 90 days before the Renewal Term begins.

**4.2 Non-Internet2 Higher Education Members.** This Section 4.2 applies only if Connector is not an Internet2 Higher Education member (i.e., Connector is not a member of Internet2, or Connector is a member of Internet2 but is not an Internet2 Higher Education member).

4.2.1 Connector will receive an invoice from Internet2 for the Service Fees due for the Initial Term on or about the Effective Date (if the Effective Date for this Agreement is not January 1 of a calendar year the Service Fees for the Initial Term shall be prorated (e.g., if the Effective Date is February 1 of a calendar year, the Services

Fees for the Initial Term shall be 334/365 of what they would have been had the Initial Term begun on January 1 of that calendar year)). For each Renewal Term, Connector will receive an invoice from Internet2 for the Service Fees due for such Renewal Term 30 to 60 days prior to the commencement of such Renewal Term. Without limiting Internet2's rights to increase Service Fees as set forth in Section 4.2.3, such invoice in each instance shall reflect the Service Fees as calculated in the manner then set forth in <https://www.incommon.org/eduroam/subscribe.html>, or any successor website designated by Internet2. Except for taxes based on Internet2's net income, Connector shall also be responsible for payment of all Transaction Taxes, however designated. If Connector is tax exempt, it shall timely submit to Internet2 valid and sufficient tax exemption evidence.

Further, if Connector requests any amendments to this Agreement, other than changes required by state or local law, as discussed below, Internet2 will charge Connector a registration fee as discussed at <https://www.incommon.org/eduroam/subscribe.html>, or any successor website designated by Internet2. In the event the Agreement must be amended in order for Connector to comply with state or local laws, Connector may request such amendment in writing. Connector must provide documentation supporting the required amendment(s). If Internet2 agrees that such amendment is necessary for Connector to comply with state or local law and amends the Agreement, Internet2 will waive the above-mentioned registration fee for Connector.

4.2.2 Connector shall pay Internet2 the amount set forth on each invoice within 30 days of the invoice date. If Connector fails to pay in full all amounts owed under any invoice within 60 days after the due date, Internet2 may immediately suspend or terminate the eduroam service. Connector may only dispute an invoice if it has a good faith and reasonable basis for doing so, provides Internet2 with written notice of the disputed amount within 30 days of the invoice date, and timely pays any undisputed portion of such invoice. Connector and Internet2 shall seek to promptly resolve any disputed invoice, and Connector shall pay to Internet2 the resolved amount within 30 days following the resolution of the dispute.

4.2.3 For each Renewal Term, Internet2 shall have the right to increase the Service Fees for such Renewal Term by providing Connector with notice of the increase at least 90 days before the Renewal Term begins. For the avoidance of doubt, if the Effective Date is not January 1 of a calendar year, and Connector's Service Fees were therefore prorated for the Initial Term, invoicing of the full (i.e., non-prorated) amount of Service Fees for the first Renewal Term does not constitute an increase in Service Fees, and therefore, notice under this Section 4.2.3 would not be required (i.e., Internet2 will only need to provide notice in connection with an increase of Service Fees to go into effect for the first Renewal Term if such Service Fees are greater than what the Service Fees would have been for the Initial Term if it had been in effect for a full calendar year (i.e., an Effective Date of January 1)).

4.2.4 **Pre-Term Period.** Following Internet2's notice (via email or otherwise) that Connector would be responsible for paying Service Fees for use of the eduroam service prior to the Effective Date of this Agreement, and Connector's then use or continued use of the eduroam service, Connector shall now pay Internet2 Service Fees for such time period ("Pre-Term Period"). The Pre-Term Period shall begin on (i) January 1, 2016, or (ii) the date in 2016 that Connector registered its IdP (i.e., the date recorded in the eduroam administrative system), whichever is later, and shall end on the Effective Date of this Agreement. Internet2 will have the right to invoice Connector for Service Fees during the Pre-Term Period on or about the Effective Date and will calculate such Service Fees based on the rates set forth at <https://www.incommon.org/eduroam/subscribe.html>, or any successor website designated by Internet2. Connector shall pay such invoice within 30 days of the invoice date. If Connector fails to pay in full all amounts owed under any such invoice within 60 days after the due date, Internet2 may immediately suspend or terminate the eduroam service.

#### 4.3 Changes in Internet2 Membership Status.

4.3.1 Notwithstanding anything in Sections 4.1 or 4.2 to the contrary, if Connector becomes an Internet2 Higher Education member during the Term, Internet2 shall continue to charge Connector the Service Fees then in effect until the beginning of the first Renewal Term or next Renewal Term, as the case may be. Upon the commencement of the first Renewal Term or next Renewal Term, as the case may be, Internet2 shall modify the Service Fees invoiced to Connector, if such modification is warranted as determined by the foregoing provisions of this Section 4.

4.3.2 Notwithstanding anything in Sections 4.1 or 4.2 to the contrary, if Connector ceases to be an Internet2 Higher Education member during the Term, Internet2 shall have the right to immediately invoice Connector for (and Connector will pay) the Service Fees, prorated as applicable, then in effect for Connectors who are not Internet2 Higher Education members for the period beginning on the date Connector ceases to be an Internet2 Higher Education Member and continuing until the beginning of the first Renewal Term or next Renewal Term, as the case may be. Upon the commencement of the first Renewal Term or next Renewal Term, as the case may be, Internet2 will have the right to modify the Service Fees invoiced to Connector, if such modification is needed as determined by the foregoing provisions in this Section 4. For example, if Connector ceases to be an Internet2 Higher Education Member with 6 months remaining in Connector's Initial Term, Connector will owe Internet2 Service Fees for such 6 month period.

**5 ACCEPTABLE USE POLICY.** Connector agrees to comply with the Internet2 eduroam AUP (as defined in Section 11). The AUP is hereby incorporated into this Agreement by reference. For the avoidance of doubt, the AUP shall not

be construed to limit any restrictions or obligations of Connector under the body of this Agreement. This Agreement takes precedence over any conflicting provisions in the eduroam AUP (silence, however, shall not be deemed a conflict).

## **6 DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.**

- 6.1 THE EDUROAM SERVICE IS PROVIDED ON AN AS-IS BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR THE COMPLIANCE OF THE EDUROAM SERVICE WITH ANY LEGAL OR OTHER REQUIREMENTS APPLICABLE TO CONNECTOR OR USERS. USE OF THE EDUROAM SERVICE IS AT CONNECTOR'S OWN RISK, AND INTERNET2 EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EDUROAM SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED.
- 6.2 INTERNET2 SHALL NOT BE LIABLE TO CONNECTOR FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY REDUCTION IN THE CAPACITY OF THE EDUROAM SERVICE, OR FOR INTERRUPTION OR TERMINATION OF THE EDUROAM SERVICE, EITHER PARTIAL OR TOTAL, WHETHER OR NOT PRIOR NOTICE OF ANY SUCH ERROR, REDUCTION, INTERRUPTION OR TERMINATION HAS BEEN GIVEN.
- 6.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (A) TO THE EXTENT PERMITTED BY GOVERNING LAW, INTERNET2 SHALL NOT BE LIABLE TO CONNECTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF REASONABLY FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) INTERNET2'S TOTAL MAXIMUM AGGREGATE LIABILITY (NOT PER CLAIM) TO CONNECTOR WITH RESPECT TO ALL CAUSES OF ACTION AND CLAIMS ARISING FROM OR RELATED TO THE EDUROAM SERVICE OR OTHERWISE UNDER OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) \$50,000 USD OR (II) THE AMOUNT OF THE ANNUAL SERVICE FEES PAID BY CONNECTOR TO INTERNET2 DURING THE 12 MONTH PERIOD IN WHICH THE FIRST CLAIM AROSE. THE LIMITATION OF LIABILITIES CONTAINED IN THIS SECTION 6 SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY. IF ANY OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THEN UNDER NO CIRCUMSTANCES WILL INTERNET2'S TOTAL MAXIMUM AGGREGATE LIABILITY (NOT PER CLAIM) TO CONNECTOR EXCEED THE MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT APPLY TO PERSONAL INJURY CLAIMS, INCLUDING DEATH, OR CLAIMS FOR DAMAGE TO TANGIBLE PROPERTY.
- 6.4 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL INTERNET2 HAVE ANY LIABILITY (A) IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY USERS, OR (B) TO ANY USERS OR TO ANY OTHER PERSON OTHER THAN CONNECTOR ITSELF (AND, FOR THE AVOIDANCE OF DOUBT, THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT). IN NO EVENT SHALL INTERNET2'S AFFILIATES, INTERNET2'S CONTRACTOR/AGENTS, OR ANY OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF INTERNET2, ITS AFFILIATES, OR ITS CONTRACTOR/AGENTS HAVE ANY LIABILITY TO CONNECTOR OR ANY USERS ARISING FROM OR RELATED TO THE EDUROAM SERVICE OR OTHERWISE UNDER OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.

## **7 THIRD PARTY CLAIMS.**

- 7.1 Each Party shall be responsible for claims, losses, damages, and expenses proximately caused by the negligent or wrongful acts or omissions of its employees acting within the scope of their employment in the performance of this Agreement. Nothing herein shall preclude either Party from asserting against third parties any defenses to liability it may have under the law or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of the Agreement.
- 7.2 To the extent permitted by Governing Law, each Party shall hold the other Party harmless from and against all claims, losses, damages, and expenses incurred by such other Party in connection with any third party claims arising out of or related to the Party's breach of this Agreement. In the event a Party's breach of this Agreement causes the other Party to violate any domestic or international law or regulation, such Party shall hold the other Party harmless from all damages (including, without limitations, regulatory fines) related to such breach. Without limiting the foregoing, neither Party shall enter into any settlement that in any way impacts the other Party without that Party's prior written consent.

## **8 TERMINATION.**

- 8.1 **Appropriation of Funds.** If Connector is located in a state or municipality that requires any multi-year agreement to contain terms for cancellation in the event that expected funds are not allocated or made available to Connector, this Agreement shall allow for such termination in the event that Connector notifies Internet2 within 30 days notice of such a non-funding event.

- 8.2 **Termination for Non-Compliance.** This Agreement may be terminated for cause by either Party if the other Party materially breaches this Agreement and does not cure such breach within 45 days after receipt of notice from the non-defaulting Party specifying the nature of the breach.
- 8.3 **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 90 days' written notice to the other Party. If Connector terminates for convenience, Internet2 shall not refund to Connector any Service Fees or any other payment. If Internet2 terminates for convenience, it will refund to Connector the annual Service Fees paid by Connector for the Initial Term or the then-current Renewal Term, as applicable, prorated based on the number of days remaining in the Initial Term or the then-current Renewal Term, as applicable.
- 8.4 **Post-Termination Obligations.** Upon the expiration or termination of this Agreement, Connector's (which includes its IdP Users') right to access and use the eduroam service will automatically terminate, and Connector will be removed from the eduroam service by Internet2. Upon termination of this Agreement for any reason, any and all liabilities accrued prior to the effective date of the termination shall survive.

**9 CONFIDENTIALITY.** All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. Each receiving Party (a) shall limit access to the Confidential Information of the other Party solely to those of the receiving Party's employees or Contractor/Agents who have a direct and immediate need to know such information in connection with the performance of this Agreement, and (b) shall protect the confidentiality of the Confidential Information of the other Party using no less than a commercially reasonable degree of care, and at least to the same extent that the receiving Party protects the confidentiality of its own confidential information. The confidentiality obligations in this Section 9 will survive for 5 years after termination of this Agreement, unless Governing Law requires a longer period. This Section is not meant to prohibit Connector from complying with a legal request pursuant to Governing Law (including any public records law or regulation).

## **10 MISCELLANEOUS.**

- 10.1 **Contractual Relationship.** This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.
- 10.2 **Assignment.** Connector shall not have the right to assign this Agreement, whether in whole or in part, to any third party unless it has received the prior written consent of Internet2. Any assignment to the contrary shall be deemed void from inception.
- 10.3 **No Drafting Presumption.** Each Party has had an opportunity to review (including having its counsel review) the terms of this Agreement, and this Agreement shall not be construed either in favor of or against either Party by virtue of such Party's involvement in preparing or reviewing this Agreement.
- 10.4 **Counterparts; Signature by Electronic Means or Facsimile; Integration.** This Agreement may be signed in counterparts, which together constitute this Agreement, and a signature delivered by electronic means will be considered an original. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes any and all prior agreements between the Parties with regard to the subject matter hereof. Notwithstanding Section 10.14, this Agreement may not be amended or modified except by a writing signed by both Parties hereto. In no event shall preprinted terms or conditions found on any purchase order or similar document issued by or on behalf of Connector be considered part of, or an amendment or modification to, this Agreement.
- 10.5 **Survival and Severability.** The provisions of this Agreement, which by their nature are continuing, shall continue in full force and effect and shall bind the Parties beyond any termination, cancellation or expiration of this Agreement. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby but shall remain in full force and effect.
- 10.6 **Governing Law and Forum.** This Agreement shall be governed by Governing Law, without reference to choice of law doctrine. Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement shall be brought exclusively in the courts of the Governing State.
- 10.7 **Authority.** Each person signing this Agreement represents that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the applicable Party indicated below.
- 10.8 **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
- 10.9 **Proprietary Rights.** The eduroam service is licensed and/or provided, and not sold, to Connector. As between Internet2 and Connector, Internet2 reserves all rights in the eduroam service (including any associated documentation) not expressly granted to Connector under this Agreement, including all proprietary rights in the same. No title to or ownership of any proprietary rights of Connector is being transferred to Internet2 under this Agreement. Connector may only use the eduroam trademark in a manner consistent with the eduroam trademark policy found at <https://www.eduroam.org/eduroam-trademark-information/>. For

information purposes only, as of April 1, 2017, the eduroam trademark policy states that "Roaming Operators and other organizations operating in the research and education field are allowed to use the eduroam trademark only for eduroam purposes or related publications." The eduroam policy as of April 1, 2017, further states that "the trademark must not be used in a way to create potential confusion over the source of eduroam" and that if the eduroam trademark is used in the title of a publication, or similar circumstances, the following statement should be used: "The eduroam logo is a registered trademark of the GÉANT Association. [Insert publisher, producer, or provider name] is independent of GÉANT." Before using the eduroam trademark, Connector shall review the eduroam trademark policy and shall ensure that any use of the eduroam trademark by Connector is in strict compliance with the terms of such policy.

10.10 **Contractors/Agents.** Internet2 shall have the right to use Contractor/Agents to perform any of its obligations or to act on behalf of Internet2, including scheduling system downtime of the eduroam service for maintenance and other purposes. Connector shall have the right to use Contractor/ Agents to perform any of its obligations or to act on behalf of Connector. As between Internet2 and Connector, all actions of Internet2's Contractor/Agents when acting on Internet2's behalf in connection with this Agreement are attributable to Internet2 for all purposes under this Agreement, and all actions of Connector's Contractor/Agents when acting on Connector's behalf in connection with this Agreement are attributable to Connector for all purposes under this Agreement.

10.11 **Notice.**

Notices via mail or email, as permitted, shall be sent to the following:

**Internet2:** UCAID/Internet2, 1150 18th Street NW, Suite 900, Washington, DC 20036, Attn: General Counsel; or [eduroam-support@internet2.edu](mailto:eduroam-support@internet2.edu) with a copy emailed to [legal@internet2.edu](mailto:legal@internet2.edu).

**Additional Internet2 Contact Information:** Accounting and billing issues: [invoicing@internet2.edu](mailto:invoicing@internet2.edu) or 1-734-913-4250.

**If to Connector:** See Connector notice contact(s) set forth in Section 1 above.

10.12 **Sovereign Immunity.** As applicable, Connector does not waive, and specifically reserves, all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the Governing State.

10.13 **Examination and Audit.** If required by Governing Law, Internet2 shall be subject to the examination and audit by the appropriate agency for a period of 3 years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. Connector agrees to pay for any costs associated with this examination and audit.

10.14 **Changes in Law.** Internet2 reserves the right, in its sole discretion, to modify or amend this Agreement in the event changes in domestic or international laws or regulations would have a material impact on Internet2. Internet2 shall provide Connector with notice of such modification or amendment at least 90 days prior to the change becoming effective. Connector has the right to terminate this Agreement pursuant to Section 8.3 if the Agreement is modified or amended in a way that is not acceptable to Connector.

## 11 DEFINITIONS.

11.1 "**Affiliate**" means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

11.2 "**AUP**" means the Internet2 eduroam Acceptable Use Policy, found at [http://www.internet2.edu/media\\_files/2830](http://www.internet2.edu/media_files/2830), or any successor website, which may be modified as discussed in Section 3.6.

11.3 "**Claims**" means, individually and collectively, claims, actions, demands, suits, or proceedings.

11.4 "**Confidential Information**" means all proprietary or non-public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of a Party (each of the foregoing, a "Disclosing Person"), identified as confidential or that would reasonably be considered confidential, regardless of the form or method of communication, and any requirements owned by a Disclosing Person or licensed by a Disclosing Person from a third party. Confidential Information does not include: (a) information that is (i) at the applicable time available to the public without breach of this Agreement, (ii) obtained from a third party having no obligation of confidentiality with respect to such information, or (iii) independently developed by the receiving Party without reference to Confidential Information of the Disclosing Person and (b) this Agreement.

11.5 "**Connector**" means the Qualified Entity listed in Section 1 above next to "Connector Name."

11.6 "**Connector Data**" means all data, including data needed to determine IdP for authentication and security information, that is transmitted by or processed by the eduroam service by, or on behalf of, Connector,

including any User, through Connector's (which for the avoidance of doubt, includes any User's) use of the eduroam service.

- 11.7 "**Contractor/Agents**" means any independent contractors, subcontractors, or other non-employees that perform any of a Party's obligations hereunder or act on behalf of such Party in connection with this Agreement.
- 11.8 "**Damages**" means, individually and collectively, damages, costs, liabilities, fines, penalties, losses and expenses, including court judgments, settlement amounts and reasonable attorneys' fees.
- 11.9 "**eduroam Administrator**" means an individual person or persons assigned by Connector as a primary manager in connection with Connector's access to and use of the eduroam service.
- 11.10 "**eduroam Compliance Statement**" means the "eduroam Compliance Statement" found at <https://www.eduroam.org/support/eduroam-documentation/>, or any successor website.
- 11.11 "**eduroam connector**" means any Person except Connector who serves as an identity provider in connection with the eduroam service.
- 11.12 "**eduroam service**" means the roaming network access service based on the RADIUS protocol that is based in, maintained in and operated in the U.S. and uses the eduroam system to enable Users to use their institutional assigned credentials to access the Internet through an Internet connection provided at the campuses or premises of connectors, which campuses or premises of connectors are located in the U.S.
- 11.13 "**eduroam system**" means the integrated network of servers that is comprised of the Internet2 RADIUS servers and connectors' RADIUS servers that are connected to the Internet2 RADIUS servers, which integrated network of servers enables the eduroam service. Although certain components of the eduroam system are connected to the Internet2 Network for the purpose of receiving and transmitting data, the Internet2 Network itself is not part of the eduroam system.
- 11.14 "**GeGC**" means the Global eduroam Governance Committee.
- 11.15 "**Governing Law**" means the law of the Governing State.
- 11.16 "**Governing State**" means the state in which Connector's main campus is situated if Connector is a university or college, and, if Connector is not a university or college, means Washington, DC.
- 11.17 "**IdP**" means a Connector's identity provider system that allows its IdP Users to be authenticated to use the eduroam service locally or remotely.
- 11.18 "**IdP User(s)**" means Connector's employee(s) (which includes faculty and staff), student(s), Contractor/Agents, or otherwise affiliated individual(s) within Connector's identity management system that Connector authenticates (in accordance with Section 3.3.5) to use the eduroam service locally or remotely.
- 11.19 "**Internet2**" means the University Corporation for Advanced Internet Development d/b/a Internet2.
- 11.20 "**Internet2 Network**" means a hybrid optical and packet network operated by Internet2 that is used primarily to support the research and education community with next-generation network services and may serve as a platform for the development of new networking ideas and protocols.
- 11.21 "**Internet2 Parties**" means, collectively, Internet2, its Contractor/Agents, and each of their successors, assigns, affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, employees and representatives.
- 11.22 "**Interruption**" when referenced in connection with the eduroam service, means any partial or total interruption, outage or downtime of the eduroam service, or any material degradation to the performance of the eduroam service.
- 11.23 "**Notice**" means any notice, communication, request or reply made by one Party to the other Party, in connection with this Agreement.
- 11.24 "**Party**" means Internet2 or Connector. The plural refers to both Internet2 and Connector, collectively.
- 11.25 "**Person**" means an individual, partnership, corporation, limited liability company, university, trust, decedent's estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.
- 11.26 "**Qualified Entity**" means U.S. located post-secondary educational institutions, K12 institutions, U.S. organizations with strong affiliations with research, education, and cultural organizations (e.g. non-commercial libraries, museums, performing arts centers, federal agencies and national laboratories) and any other organization(s) that Internet2 may hereafter determine is a "Qualified Entity." All Qualified Entities must be located in the U.S unless otherwise agreed to by Internet2.
- 11.27 "**RADIUS**" means Remote Authentication Dial-In User Service.

- 11.28 "**Renewal Term**" means each 1 year period for which this Agreement is renewed, and which periods occur after the end of the Initial Term. Each Renewal Term shall begin on January 1 of a calendar year.
- 11.29 "**Service Fees**" means the amounts payable by Connector to Internet2 under this Agreement for Internet2's provision of eduroam service to Connector (including, applicable Transaction Taxes, if any). For the avoidance of doubt, Connector will pay Service Fees to Internet2 for, as applicable, the Pre-Term Period, the Initial Term, and Renewal Term(s) in accordance with Section 4.
- 11.30 "**SP**" means Connector's network access elements that it provides to connect Users to the eduroam service.
- 11.31 "**SP User(s)**" means (i), with respect to each eduroam connector, a Person such eduroam connector has authorized to connect to the eduroam service as a user when such Person connects to the eduroam service via Connector's SPs, and (ii), with respect to an IdP User, such IdP User when such IdP User connects to the eduroam service via Connector's SPs.
- 11.32 "**Term**" means the Initial Term and any Renewal Term(s), collectively.
- 11.33 "**Transaction Taxes**" means all applicable taxes, impositions, fees, or other charges that arise in any jurisdiction or at the national level as a result of the transactions contemplated herein, including without limitation all sales, use, value added, consumption, gross receipts (other than in lieu of net income tax), excise, stamp or transfer taxes.
- 11.34 "**User(s)**" or "**its Users**" means an IdP User or SP User who utilizes the eduroam service through Connector, but this definition is not meant to eliminate the restrictions on who Connector is allowed to permit to be an IdP User under Section 3.3.5.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE BY:

Connector

University Corporation for Advanced Internet  
Development d/b/a Internet2

By: \_\_\_\_\_

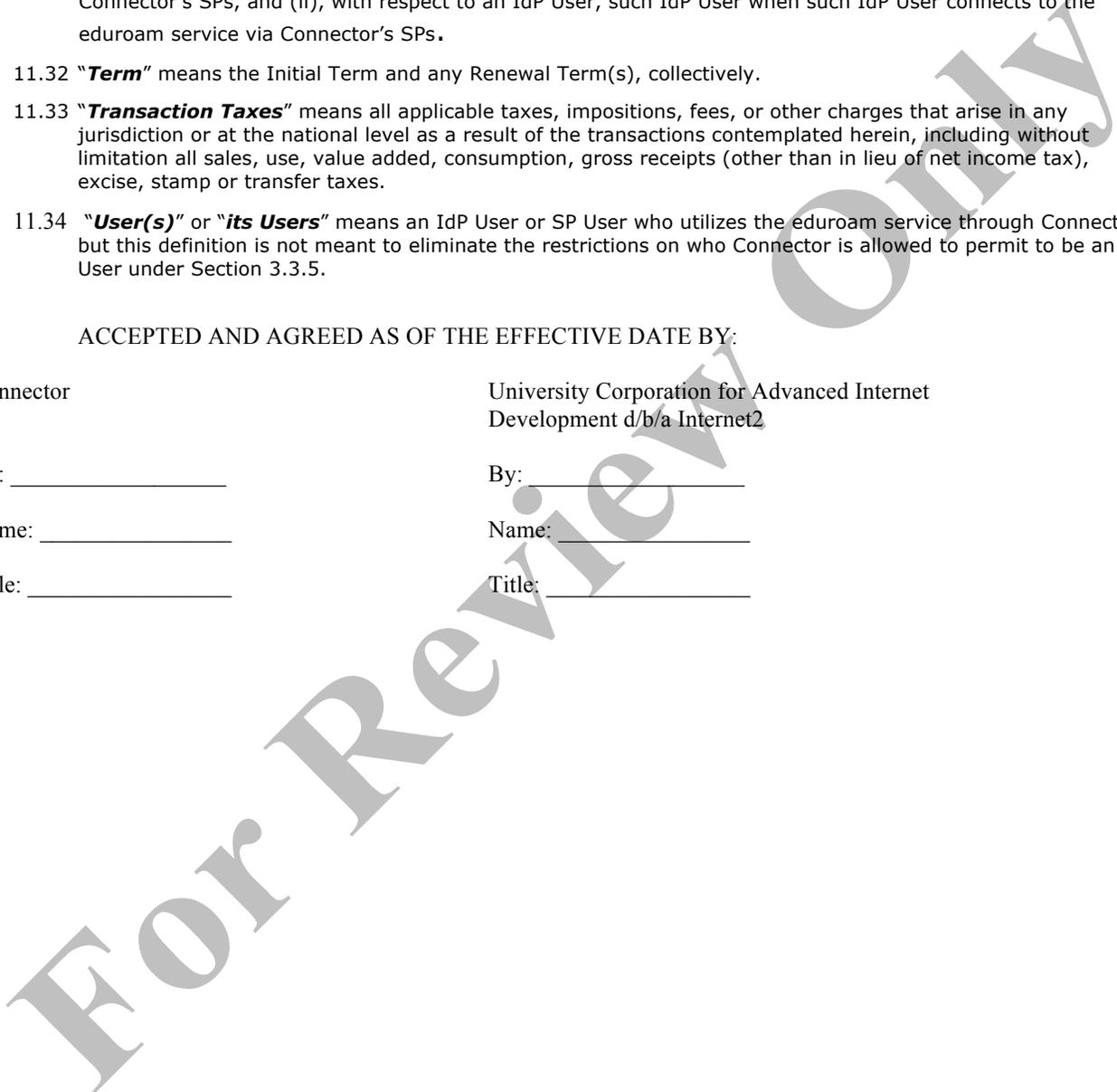
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Name: \_\_\_\_\_

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Title: \_\_\_\_\_

Title: \_\_\_\_\_



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Exhibit A  
Governing Law Citation on Automatic Renewal Restrictions

For Review Only