

Internet2 eduroam[®] Evaluation Terms of Use

BEFORE USING THE EDUROAM SERVICE, PLEASE CAREFULLY READ THESE TERMS OF USE (THE "TERMS"). THESE TERMS LIMIT THE LIABILITY OF INTERNET2 TO YOU AND PLACE IMPORTANT OBLIGATIONS ON YOU. YOU MAY NOT ACCEPT THESE TERMS OR PROVIDE US ANY OF YOUR DATA OR OTHER INFORMATION (INCLUDING PERSONAL DATA) UNLESS YOU ARE PHYSICALLY PRESENT IN THE UNITED STATES OR ITS TERRITORIES AT THE TIME YOU ACCEPT THESE TERMS AS WELL AS AT THE TIME YOU PROVIDE YOUR DATA OR OTHER INFORMATION TO US. **BY CLICKING THE "I ACCEPT THE TERMS" CHECKBOX BELOW, YOU ARE AGREEING TO BE LEGALLY BOUND BY THESE TERMS.** IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE EDUROAM SERVICE.

- 1 Your right to use the eduroam service.** Subject to these Terms, Internet2 hereby grants you a personal, non-commercial, non-exclusive, non-transferable, non-sublicensable, time-limited, revocable, and limited right for the Trial Period to access and use the eduroam service solely to evaluate the features and functionality of the eduroam service.
- 2 Term & Termination.** These Terms shall commence upon the Effective Date and shall continue for a period of ninety (90) days (the "Trial Period"). Either Party may terminate these Terms for any or no reason on notice to the other Party. Upon the expiration or termination of these Terms, all rights granted to you under these Terms automatically terminate. Upon termination of these Terms for any reason, any and all liabilities accrued prior to the effective date of the termination shall survive.
- 3 Our Obligations.** On or about the Effective Date, Internet2 will attempt to provide you with access to the eduroam service.
- 4 Your Obligations.** You shall:
 - 4.1 promptly provide Internet2 with all information requested by Internet2 in order for Internet2 to provide you with access to the eduroam service, at no cost to Internet2, provided that you will provide such information only when you are physically present in the United States or its territories;
 - 4.2 be responsible for all arrangements to establish your connection to the eduroam service, including providing, installing, operating, maintaining, and repairing the equipment and software necessary for your connection to the eduroam service (but Internet2 shall repair and maintain the "Internet2 Equipment," which is defined in Section 5.1.4);
 - 4.3 cooperate with Internet2 to enable testing of connectivity to the eduroam service, at no cost to Internet2;
 - 4.4 comply in all respects with the eduroam Compliance Statement, as updated from time to time, and any other terms that the GeGC deems appropriate per its governance principles; and
 - 4.5 comply in all respects with the Internet2 eduroam AUP.
- 5 Restrictions.**
 - 5.1 You shall not:
 - 5.1.1 use the eduroam service for any purpose not expressly authorized by these Terms;
 - 5.1.2 provide us with any information (including any personal data) except when you are physically present in the United States or its territories;
 - 5.1.3 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 parties, including any third party IdPs or SPs;
 - 5.1.4 disassemble, reverse engineer or decompile the eduroam service or any of Internet2's (which includes, for the avoidance of doubt, Internet2 Contractor/Agents') equipment used to provide the eduroam service (the "Internet2 Equipment");
 - 5.1.5 prepare derivative works from any component of the eduroam service or Internet2 Equipment;
 - 5.1.6 attempt to discover any portion of the source code or trade secrets in the eduroam service or Internet2 Equipment;
 - 5.1.7 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;
 - 5.1.8 subject the eduroam service or the Internet2 Equipment to spam, harmful code, viruses, malware, phishing or other attacks;

- 5.1.9 take any actions that Internet2 reasonably believes may undermine, harm or disrupt the eduroam service, Internet2, or use of the eduroam service by any Person.
- 5.2 Notwithstanding anything in these Terms to the contrary, to the extent permitted by Governing Law, you are responsible for all actions and omissions taken under your Credentials, which are attributable to you for all purposes.

6 Consent to Use Your Data. By using the eduroam service, you consent to: (1) the use of Your Data for the purposes identified herein and in the then-current technical documentation and specifications for the eduroam service; and (2) the transfer of Your Data within and outside of the United States, including to countries and jurisdictions around the world. If you use the eduroam service outside of the U.S., you acknowledge and agree that Internet2 may transfer Your Data to third parties as needed to fulfill its obligations under these Terms. This means that Your Data may be sent across borders and to countries or jurisdictions around the world, as needed.

7 DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- 7.1 THE EDUROAM SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT, OR THE COMPLIANCE OF THE EDUROAM SERVICE WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS. USE OF THE EDUROAM SERVICE IS AT YOUR OWN RISK. INTERNET2, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS CONTRACTOR/AGENTS, EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EDUROAM SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. NO STATEMENT, ORAL OR WRITTEN, GIVEN BY INTERNET2, ITS AFFILITES OR ANY OTHER PERSON WILL CREATE A WARRANTY OR REPRESENTATION, NOR MAY YOU OR ANY OTHER PERSON RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE.
- 7.2 NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, INTERNET2 SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY REDUCTION IN THE CAPACITY OF THE EDUROAM SERVICE, OR INTERRUPTION OR TERMINATION OF THE EDUROAM SERVICE, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL (INCLUDING ANY ERROR, REDUCTION, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), WHETHER OR NOT PRIOR NOTICE OF ANY SUCH ERROR, REDUCTION, INTERRUPTION OR TERMINATION HAS BEEN GIVEN.
- 7.3 INTERNET2 IS NOT RESPONSIBLE FOR THE CONTENT OF ANY DATA (WHICH INCLUDES ANY INFORMATION) TRANSMITTED OR RECEIVED THROUGH THE EDUROAM SERVICE BY ANY PERSON, INCLUDING YOU. INTERNET2 EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, ANY DATA (WHICH INCLUDES ANY INFORMATION), INCLUDING ANY OF YOUR DATA.
- 7.4 INTERNET2 IS NOT PROVIDING OR RESPONSIBLE FOR ANY PORTION OF THE 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.
- 7.5 INTERNET2 SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE EDUROAM SERVICE (EVEN IF INTERNET2 RECOMMENDED THE USE OF SUCH EQUIPMENT OR SOFTWARE).
- 7.6 INTERNET2'S TOTAL MAXIMUM AGGREGATE (NOT PER CLAIM) LIABILITY TO YOU 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 THESE TERMS SHALL NOT EXCEED FIFTY UNITED STATES DOLLARS (\$50.00). IF THE FOREGOING LIMITATION OF LIABILITY IS NOT ENFORCEABLE, THEN UNDER NO CIRCUMSTANCES WILL INTERNET2'S TOTAL MAXIMUM AGGREGATE LIABILITY (NOT PER CLAIM) TO YOU EXCEED THE MINIMUM AMOUNT REQUIRED BY GOVERNING LAW. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, INTERNET2 SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, LOSS OF DATA, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF REASONABLY FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITIES CONTAINED IN THIS SECTION 7 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, AND REGARDLESS OF WHETHER THE CAUSES OF ACTION OR CLAIMS ARE BROUGHT DURING OR AFTER THE TERM. 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 YOU ARISING FROM OR RELATED TO THE EDUROAM SERVICE OR OTHERWISE UNDER OR RELATED TO THE SUBJECT MATTER OF THESE TERMS.

8 THIRD PARTY CLAIMS.

To the extent permitted by Governing Law, you shall hold the Internet2 Parties harmless from and against all Damages incurred by the Internet2 Parties in connection with any third party Claims arising out of or related to any of Your Data and/or your actions or omissions taken in connection with the eduroam service or these Terms. Without limiting the foregoing, you shall not enter into any settlement that in any way impacts Internet2 without Internet2's prior written consent.

9 CONFIDENTIALITY. All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. Internet2 (i) shall limit access to your Confidential Information solely to those Internet2's employees or Contractor/Agents who have a direct and immediate need to know such information in connection with the performance of these Terms, and (ii) shall protect the confidentiality of your Confidential Information using no less than a commercially reasonable degree of care, and at least to the same extent that Internet2 protects the confidentiality of its own Confidential Information. You shall not disclose the Confidential Information of Internet2 to anyone and shall use no less than a reasonable degree of care to protect Confidential Information of Internet2. The confidentiality obligations in this Section 9 will survive for 5 years after termination of these Terms, unless Governing Law requires a longer period.

10 MISCELLANEOUS.

- 10.1 Security.** Internet2 may, from time to time, ping or otherwise communicate with your 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 your use of the eduroam service under these Terms unless required by applicable law or if it is anonymized such that it does not individually identify you. Only Internet2 may share anonymized data with the community of connectors for purposes of monitoring and improving the eduroam service.
- 10.2 Modifications.** Internet2 reserves the right to add, modify, remove or otherwise change the features, functionality and delivery of the eduroam service at any time.
- 10.3 Contractual Relationship.** The Parties are entering into these Terms as independent contracting parties. These Terms will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.
- 10.4 Assignment.** You shall not have the right to assign these Terms, whether in whole or in part, to any third party. Any assignment to the contrary shall be deemed void from inception.
- 10.5 Integration.** These Terms constitute 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. These Terms may not be amended or modified except by a writing signed by both Parties hereto. Accordingly, in no event shall preprinted terms or conditions found on any purchase order or similar document issued by or on behalf of you be considered part of, or an amendment or modification to, these Terms.
- 10.6 Severability.** If any provision(s) of these Terms shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of these Terms shall not be affected thereby but shall remain in full force and effect.
- 10.7 Governing Law and Forum.** The validity, interpretation and enforcement of these Terms, and matters arising out of or related to these Terms, its making, performance or breach, and related matters 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 these Terms shall be brought exclusively in the courts of Washington, DC, and the Parties hereto consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.
- 10.8 Survival.** The provisions of these Terms, 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 these Terms.
- 10.9 Representations and Warranties.** Your obligations set forth in the preamble to these Terms, Section 4.1, and Section 5.1.2 shall be deemed representations and warranties.
- 10.10 Force Majeure.** In the event that Internet2 is prevented from performing, or is unable to perform, any of its obligations under these Terms due to any cause beyond its reasonable control, Internet2'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.
- 10.11 Proprietary Rights.** The eduroam service is licensed and/or provided, and not sold, to you. As between Internet2 and you, Internet2 reserves all rights in the eduroam service (including any associated documentation) not expressly granted to you under these Terms, including all proprietary rights in the same. For the avoidance of doubt, no title to or ownership of any proprietary rights of yours are being transferred to Internet2 under these Terms. You may not use the eduroam trademarks without first obtaining written consent of the GÉANT Association.
- 10.12 Contractors/Agents.** Internet2 shall have the right, but not the obligation, to use Contractor/Agents to perform any of its obligations or to act on behalf of Internet2.
- 10.13 Notice.** Any Notice made by either Party to the other must be made in writing (except where otherwise expressly stated in these Terms that oral or email notice is permitted). Except where email notice is expressly permitted, Notices hereunder shall be deemed properly given to a Party when delivered, if delivered in person, or when received via overnight courier or the U.S. Postal Service (or other applicable postal delivery service), addressed as follows: **If to Internet2:** UCAID/Internet2, 1150 18th Street NW, Suite 900, Washington, DC 20036, Attn: General Counsel. **Additional Internet2 Contact Information:** general issues: eduroam-support@internet2.edu, accounting and billing issues: accounting@internet2.edu, 1-734-913-4250.

If to you:

At the contact information we have on file for you.

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, which may be found at http://www.internet2.edu/media_files/2830.
- 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 these Terms, (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) these Terms.
- 11.5 "**Contractor/Agents**" means any independent contractors, subcontractors, or other non-employees that perform any of Internet2's obligations hereunder or act on behalf of Internet2 in connection with these Terms.
- 11.6 "**Credentials**" means your credentials registered with us that you use to access the eduroam service.
- 11.7 "**Damages**" means, individually and collectively, damages, costs, liabilities, fines, penalties, losses and expenses, including court judgments, settlement amounts and reasonable attorneys' fees.
- 11.8 "**eduroam Compliance Statement**" means the "eduroam Compliance Statement" at <https://www.eduroam.org/>, or any successor website.
- 11.9 "**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 researchers, students, staff and other users to use their 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.
- 11.10 "**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.
- 11.11 "**Effective Date**" means the date you click the "I Accept the Terms" checkbox.
- 11.12 "**GeGC**" means the Global eduroam Governance Committee.
- 11.13 "**Governing Law**" means the law of Washington, DC.
- 11.14 "**Internet2**," "**we**," "**us**," and "**our**," mean the University Corporation for Advanced Internet Development d/b/a Internet2, a non-profit corporation with a place of business located at 1150 18th Street NW, Suite 900, Washington, DC 20036.
- 11.15 "**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.
- 11.16 "**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.
- 11.17 "**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.
- 11.18 "**Notice**" means any notice, communication, request or reply made by one Party to the other Party, in connection with these Terms.
- 11.19 "**Party**" means Internet2 or you. The plural refers to both Internet2 and you, collectively.
- 11.20 "**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.

- 11.21 "**RADIUS**" means Remote Authentication Dial-In User Service.
- 11.22 "**SP**" means your network access elements that you use to connect to the eduroam service.
- 11.23 "**You,**" and "**your**" mean the Person who accepts these terms and accesses the eduroam system.
- 11.24 "**Your Data**" means all data, including data needed to determine IdP for authentication and security information, that is transmitted by or processed by you in connection with your use of the eduroam service.