IPV6 TEST POD PROJECT TERMS OF SERVICE

I. INTRODUCTION

These Terms of Service ("Terms") and our Privacy Statement, incorporated herein by reference, constitute a legally binding agreement between you ("user," "you," or "your") and Internet2 ("Internet2," "we," "us," or "our"). The Terms govern your participation in the Internet2 IPv6 Test Pod Project (the "Project") and your use of the IPv6 ready Test Pod (as defined below) and the IPv6 Access (as defined below) (Test Pod and IPv6 Access are collectively, the "Services"). Should you disagree with any provision herein, please refrain from applying to the Project or from accessing or using the Services.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES AND ANY FEATURE PROVIDED THEREIN. BY CLICKING THE "I AGREE" BUTTON PROVIDED AT THE TIME OF SUBMITTING YOUR APPLICATION TO INTERNET2, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE DULY AUTHORIZED AND HAVE LEGAL CAPACITY TO AGREE TO THESE TERMS.

II. DESCRIPTION OF SERVICES

The Project: Internet2 is providing the Services through its receipt of a grant from the American Registry for Internet Numbers ("ARIN"). ARIN's support enables us to offer these Services to users, empowering them to engage in testing network configurations with IPv6 and facilitating access to a range of testing resources. In providing these Services, we adhere to ARIN's privacy statement located here, ensuring that user data is collected, stored, and used in accordance with industry best practices and legal requirements.

Test Pod: Upon acceptance of your application to join the Project, we will provide you with a Wi-Fi router ("Test Pod") free of charge. The Test Pod retails for less than $200.00 USD and is to be used to test applications in a Dual-Stack, NAT64/DNS64, and IPv6-only network. Accepted applicants will be notified via email with instructions on how to proceed and receive their Test Pod.

Wi-Fi Testing: Our Test Pods create small discreet Wi-Fi SSIDs for experimenting and testing various network configurations with IPv6. These SSIDs are designed to accommodate the distinct requirements of testing protocols over IPv6, ensuring optimal performance and accuracy.

IPv6 Access: Recognizing that native IPv6 access may not always be readily available to all participants, Internet2 is dedicated to bridging this gap by offering a tunnel termination service specifically tailored for IPv6 access ("IPv6 Access"). This IPv6 Access functions akin to a virtual private network, furnishing users with secure and seamless connectivity to IPv6 resources, irrespective of native network configuration limitations.

III.   USER RESPONSIBILITIES

Eligibility: Eligibility for the Project will extend to a diverse range of individuals interested in testing IPv6-only networks including, but not limited to:

1. Network Engineers: Experienced professionals seeking to explore and understand IPv6-only technologies in depth.
2. Application Developers: Individuals or organizations interested in ensuring the compatibility and performance of their applications within IPv6-only environments.
3. IT Support Personnel: Individuals or organizations responsible for managing and troubleshooting network configurations, including IPv6 implementations.
4. Novice Users: Individuals or organizations with limited networking experience but keen to learn and engage with IPv6 technology.
5. Community Members: Individuals or organizations interested in actively contributing to the advancement of IPv6 adoption and readiness or interested in leveraging the resources provided by the ARIN Community Grants program to explore and experiment with IPv6-only networks.

Usage Restrictions: By using the Test Pod, IPv6 Access, and/or Services, you expressly agree to refrain from engaging in any illegal activities or handling of sensitive information, including but not limited to personally identifiable information ("PII"), healthcare data, or classified information. The Test Pod is strictly designated for testing purposes and should not be employed for production use under any circumstances.

Users should be aware of certain activities that are strictly prohibited while using the Services. These include, but are not limited to:

1. Cybersecurity Attacks: Users must refrain from engaging in any form of cybersecurity attacks or malicious activities that could compromise the integrity or security of networks, systems, or data. This includes but is not limited to distributed denial-of-service (DDoS) attacks, malware distribution, or unauthorized access attempts.
2. Software Piracy: Users are strictly prohibited from using the Services for the unauthorized distribution or use of copyrighted software or intellectual property. Users must adhere to all relevant copyright laws and licensing agreements when testing software or applications.
3. Transmission of Private Information: Users must exercise caution when transmitting sensitive or private information using the Services. While the Project is designed for testing purposes, it is not intended for the transmission of confidential or PII without appropriate encryption or security measures in place.

These prohibitions serve to safeguard against the unauthorized access, disclosure, or compromise of data, thereby upholding the integrity and security of both the Services. Additionally, refraining from using the Test Pod for production purposes helps mitigate potential risks and ensures that resources are allocated appropriately for testing and experimentation.

Users are encouraged to exercise due diligence and adhere to established data protection best practices when utilizing the Services. Failure to comply with these stipulations may result in the suspension or termination of access to the Services, as well as potential legal consequences depending on the severity of the violation.

Users must recognize and respect the intended use and limitations of the Services, thereby fostering a safe and conducive environment for experimentation and development without compromising the security and privacy of sensitive information.

Security Incident Reporting:

User hereby agrees to promptly notify Internet2 of any suspected or actual security incidents or breaches, including but not limited to unauthorized access or cyber-attacks, affecting the Services. Such notification shall include detailed information regarding the incident's nature, timing, and any relevant evidence. Failure to report incidents may result in additional risks or liabilities and constitute a breach of these Terms. You also agree to cooperate fully with any ensuing investigations or remediation efforts. This reporting obligation extends to third parties engaged by user with access to the system. This provision shall survive the termination or expiration of the Terms.

IV.   DATA PRIVACY AND CYBERSECURITY

We respect your privacy and aim to safeguard all data shared across the Internet2 Network including during testing. We are committed to safeguarding your information and keeping users informed about our privacy practices.

Data collected through the Project will be safeguarded in line with the practices outlined in our Network Flow Data Privacy Notice. For more information on how Internet2 collects, stores, uses, and accesses data flowing across the Internet2 Network, please review the Network Flow Data Privacy Notice in its entirety. Furthermore, your data will be handled in accordance with ARIN's privacy practices. Please review ARIN's privacy statement located here.

Data Collection and Sharing: User contact information may be retained for follow-up and agreement purposes. Participants will be invited to complete questionnaires and surveys. The information collected in questionnaires and surveys will be anonymized, summarized, and publicly published for sharing insights on IPv6 readiness.

Monitoring: In our commitment to maintaining the integrity and optimal performance of the Project, we employ monitoring mechanisms to oversee the usage and data associated with the Test Pod and the Services. This monitoring helps us ensure that the Project operates smoothly and efficiently, while also allowing us to promptly address any issues or concerns that may arise. These monitoring activities are conducted with respect for user privacy and in compliance with data protection best practices.

V. SERVICE

Internet2 reserves the right to interrupt, suspend, or disable the Services for any reason. Internet2 may, in its sole judgment, take this action to protect the integrity of the Internet2 Network, particularly in cases of abuse or misuse. Users are expected to adhere to acceptable use policies and guidelines outlined by Internet2 to maintain a positive and productive environment for all stakeholders.

<u>Service Duration and Support</u>: We aim to provide the Service if it's useful and Internet2 is willing. Support is best-effort, and termination of Service may occur on a case by case basis if users do not respond to communication attempts.

<u>Questionnaires and Surveys Participation</u>: As part of our initiative to gather comprehensive insights and feedback on IPv6 readiness, all users are required to actively participate in questionnaires and surveys provided throughout the Project duration. Your timely and thorough responses are crucial for enhancing our understanding of IPv6 implementation and improving the effectiveness of our Services.

Failure to fulfill this requirement may result in the revocation of access to certain Project resources and benefits. We appreciate your understanding and cooperation in this matter, as your participation is integral to the success of our collective efforts in advancing IPv6 technologies.

VI. LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION, INTERNET2 SHALL NOT BE LIABLE TO ANY USER OR ANY OTHER PERSON FOR ANY ERROR IN TRANSMISSION OR FOR ANY INTERRUPTION OR TERMINATION OF THE INTERNET2 NETWORK, THE PROJECT OR THE SERVICES, 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.

INTERNET2 IS NOT LIABLE TO USER OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHER, INTERNET2 SHALL HAVE NO INDEMNITY OBLIGATIONS TO USER OR ANY OTHER PARTY FOR ANY DAMAGES IN CONNECTION WITH ANY THIRD-PARTY CLAIM UNDER, ARISING OUT OF, OR RELATED TO THESE TERMS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, EMPLOYEES, OR OTHER REPRESENTATIVES OF INTERNET2, DISCLOSED OR UNDISCLOSED, EVER BE PERSONALLY LIABLE TO USER OR ANY OTHER PARTY (INCLUDING FOR

DIRECT OR CONSEQUENTIAL DAMAGES), AND USER HEREBY WAIVES THE RIGHT TO RECOVER DAMAGES FROM SUCH PERSONS.

VII. WARRANTY

THE PROJECT AND SERVICES ARE 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 PROJECT OR THE SERVICES WITH ANY LEGAL OR OTHER REQUIREMENTS. USE OF THE SERVICES IS AT A PERSON'S OR ENTITY'S OWN RISK, AND INTERNET2 EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. INTERNET2 SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY REDUCTION IN THE CAPACITY OF THE SERVICES OR FOR INTERRUPTION OR TERMINATION OF THE SERVICES, EITHER PARTIAL OR TOTAL, WHETHER OR NOT PRIOR NOTICE OF ANY SUCH ERROR, REDUCTION, INTERRUPTION OR TERMINATION HAS BEEN GIVEN.

VIII. MODIFICATIONS TO THESE TERMS

These Terms may be updated from time to time without prior notice. It is your responsibility to review these Terms. Your continued use of the Services constitutes acceptance of any modifications to these Terms.

IX. MISCELLANEOUS

Choice of Law: These Terms are governed by New York law.

Entire Agreement: These Terms constitute the entire understanding between the Parties with respect to user's participation in the Project and use of the Services and supersedes any prior understanding, whether written or oral, between the parties regarding the subject matter.

In no event shall preprinted terms or conditions found on any purchase order or similar document issued by or on behalf of user be considered part of, or an amendment or modification to, these Terms.

X. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at legal@internet2.edu.

Thank you for applying to Internet2's IPv6 Test Pod Project!