

LONGSIGHT

Acceptable Use Policy v4.5

This Acceptable Use Policy (“AUP”) outlines acceptable uses of Longsight-hosted Sakai Services (“Services”). This AUP prohibits uses and activities involving the Services that are illegal, infringe on the rights of others, or interfere with or diminish the use and enjoyment of the Services by others. For example, these prohibited uses and activities include, but are not limited to, using the Services to:

1. Conduct and Information Restrictions

- 1.1. Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- 1.2. Transmit unsolicited bulk or commercial messages commonly known as “spam;”
- 1.3. Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- 1.4. Participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- 1.5. Falsify, alter, or remove message headers;
- 1.6. Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”)

2. Technical Restrictions

- 2.1. Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or

security of any host, network, or account. This includes, but is not limited to, accessing data not intended for You, logging into or making use of a server or account You are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;

- 2.2. Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- 2.3. Copy, distribute, or sublicense any proprietary software provided in connection with the Services;
- 2.4. Distribute programs that make unauthorized changes to the Services;
- 2.5. Permit any third party to alter, modify or tamper with the Services who is not authorized by Us.

3. Network and Usage Restrictions

- 3.1. Restrict, inhibit, or otherwise interfere with the ability of any other entity, to use or enjoy the Services, including posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- 3.2. Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation to the Services or any Longsight host, server, backbone network, node or service, or otherwise cause a performance degradation to any Longsight (or Longsight supplier) facilities used to deliver the Services;
- 3.3. Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.

4. Responsibilities

- 4.1. Each Longsight Client is responsible for the activities of its users and, by using the Services, is agreeing to ensure that its Clients/representatives or end-users abide by this Policy. Complaints about Clients/representatives or end-users of a Longsight Client will be forwarded to the Client's designee for action. If violations of the Longsight Acceptable Use Policy occur, Longsight reserves the right to suspend services or take action to stop the offending Client from violating Longsight's AUP as Longsight deems appropriate. As much advance notice as possible will be provided to the Client's designee, however in urgent cases, services may have to be suspended immediately and without advance notice until a resolution can be coordinated with the Client.
- 4.2. Ownership of content is covered in the hosting agreement associated with this Policy. Each Longsight Client is fully and exclusively responsible for all content hosted by Longsight within the contracted domain(s). Longsight

does not review, edit, censor, or take responsibility for any information Longsight Clients or their constituents may create. Longsight may be called upon to restore content and to assist with content management, but Longsight will not create content within the contracted domain(s) or host any content without the Client's approval.

5. Consequences

- 5.1. We reserve the right to suspend immediately your access to the Services in the event of any violation of the Longsight AUP and to disclose information as required by law.

6. Changes to the policy

- 6.1. This policy may be updated from time to time. Updates will become effective as soon as they are published at www.longsight.com. If there are any material changes to these policies, active users will be notified by email prior to the change being published and becoming effective. Users' continued use of the Services constitutes your agreement to be bound by such changes to the policy. Your only remedy, if you do not accept the updated terms of a Longsight policy, is to discontinue use of the Services.

Questions about this Policy should be directed to information@longsight.com. More information about Longsight can be found at www.longsight.com.