

Network/Internet Services Agreement

This Network/Internet Services Agreement (“**Agreement**”) is entered into as of _____, 200__, by and between the UNIVERSITY OF MARYLAND, BALTIMORE (“**UMB**”) and _____ (“**Customer**”).

BACKGROUND

Customer desires to receive, and UMB has agreed to provide, computer network and Internet services (the “**Services**”) for Customer’s facility in the UMB BioPark, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Fee Schedule; Payments

A. Customer agrees to pay for the Services in accordance with the following Fee Schedule:

FEE	SERVICES AND SUPPLIES
\$300.00 per month for the first 1000 sq. feet, plus \$0.03 per month for each additional sq. foot.	Includes a 10Mbps bandwidth Ethernet Feed and One IP Address
\$50.00 per Month	For each additional 1Mbps of bandwidth (Ethernet Feed)
\$5.00 per additional IP address, per month	Additional IP Addresses require extra fee. The one address above is included with the monthly service fee.
\$10.00 per DNS domain, per month	DNS Hosting Service
\$100.00 per Mbps change order	Charge for adding or subtracting bandwidth (Mbps Ethernet Feed, e.g., 10Mbps to 15Mbps)
\$250.00 minimum per call; after four hours, an additional charge of \$75.00 per hours applies. Hourly rates not prorated for partial hours. Travel time is charged at 1 hour, and included within the minimum charge.	Support calls made outside of the 9am – 5pm, Monday – Friday, University business days, standard support window (After Hours Support Fee). Calls that begin before 5 p.m. and continue after 5 p.m. at Customer's request are subject to the hourly rate for hours, or partial hours, after 5 p.m.
\$10.00 per month	Firewall Filtering Service (more restrictive services beyond standard)
\$555.00 per quad jack	Installation of Category6 Quad Jack with 2 Voice and 2 Data connections. Includes 5.5 hours of labor @ \$50 per hour (\$275) and materials (\$280). Extra time or special materials are an additional charge.

Monthly fees in the Fee Schedule will be prorated as appropriate if the Services, or any separate item, begins or ends other than at the first or last day of a month.

The Fee Schedule is subject to change by UMB upon 60 days notice. Generally, changes will occur as of July 1, and in any event will occur no more often than once a year. During the 60 days between notice and implementation of a new Fee Schedule, Customer may cancel this Agreement without penalty.

II. Terms and Conditions

1. Customer agrees to the Terms and Conditions attached hereto, as well as the following.
2. This Agreement is for a minimum term ending the June 30 following commencement of Services. Thereafter, this Agreement will renew for one year terms, each from July 1 to the next June 30. UMB or Customer may terminate this agreement as of any June 30 by giving no less than 30 days notice to the other party.
3. Customer is expected to keep a technical point of contact and billing point of contact on file with UMB. The initial points of contact are set forth below.
4. Customer is expected to protect its assets from viruses, worms, Trojan horses, etc. UMB has the right to shut off a port to any equipment that has not been properly patched or secured.
5. Standard support is available 8am – 5pm, Monday – Friday, excluding university holidays, and is included in the monthly fee. Standard support covers service to the data jack on the wall (Demarcation Point). UMB is not responsible for any equipment or services beyond the Demarcation Point. Standard support is free. UMB does not guarantee a response time to support requests. UMB will attempt to contact the Customer within two hours after receiving a call for support, and will schedule support assistance when the Customer is contacted.
6. If support is needed outside of the days and times covered by UMB standard support, an After Hours Support Fee of a minimum of \$250.00 per call will be charged to the Customer. (See the Fee Schedule.) The amount of time it takes to resolve a support issue varies, depending on the problem. If the problem is not related to UMB Services, the Customer remains responsible for the cost of After Hours Support.
7. UMB will not provide E-mail or Web Hosting services to Customer.
8. UMB monitors all outbound and inbound campus traffic for security and quality of service issues. If Customer is found to be sending or receiving inappropriate traffic or traffic that suggests a security breach, UMB reserves the right to disconnect Customer immediately. Inappropriateness will be determined in the sole discretion of UMB. Upon disconnecting the Customer, UMB will contact the listed technical point of contact.
9. UMB will limit the amount of bandwidth according to the Fee Schedule above. UMB will contact the listed technical point of contact if there is inappropriate usage of Services.
10. UMB will terminate Services if inappropriate usage is not addressed in a timely manner. Reconnection or continued provision of Services by UMB, after Services have been disconnected or limited, shall be in the sole discretion of UMB.
11. UMB bills will be sent to Customer by the UMB Center for Information Technology Services (CITS) unless Customer is otherwise advised in writing. Invoices are payable immediately upon receipt in accordance with the instruction on the invoice. No setoffs or discounts are allowed. Any invoice not paid in full within thirty (30) days of the date of the

invoice shall be subject to interest at the rate of 1.5% per month, and overdue accounts may be referred to the State of Maryland Central Collection Unit for action.

Customer hereby affirms its agreement with the terms and conditions of this Agreement.

Customer Name

UNIVERSITY OF MARYLAND, BALTIMORE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Center for Information Technology Services
601 W. Lombard Street, Room 201
Baltimore, Maryland 21201
Attn: Chief Information Officer

Point of Contact	Address	Phone	Email
<i>Technical</i>			
<i>Billing</i>			

Network/Internet Service Agreement Terms and Conditions

1. UMB shall perform installation services upon receipt and acceptance of this fully executed Agreement. Customer agrees to prepare its premises where the internet system is to be installed, including providing electrical power, space, a suitable computer system and such other items as may be required to conform to the specifications. Further, Customer shall provide UMB and/or its agents with access to Customer's premises as necessary to perform the installation services. The installation services to be performed shall be deemed accepted by Customer upon the internet connection passing test routines supplied by UMB.

2. Customer agrees that it and persons using the Services in Customer's BioPark facility will abide by the UMB BioPark Customer Acceptable Use Policy ("BCAUP"), as attached and as amended from time to time by UMB. A copy of the current UMB BCAUP is attached hereto as **Exhibit A**. UMB reserves the right to monitor use of Services for any violations of the BCAUP. Any changes in the BCAUP will be posted to the CITS website. Customer is responsible for educating users of Services as to the terms of the BCAUP.

3. Customer agrees to abide the following use standards, as well as any others that UMB may issue for BioPark customers.

- Customer shall not post or transmit any message anonymously or under a false name.
- Customer shall not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person.
- Customer shall not post or transmit any message, data, image or program which is illegal, indecent, obscene or pornographic.
- Customer shall not post or transmit any message, data, image or program that would violate the intellectual property rights of others.
- Customer shall not interfere with use of the internet by any of UMB's other users.
- Customer shall not post or transmit any file which contains viruses, worms, "Trojan horses" or any other destructive features, regardless whether damage is intended or unintended by Customer.
- Customer shall not post or transmit any message which is harmful, threatening, abusive or hateful.
- Customer shall not post or transmit any advertising, promotional materials or any other solicitation for goods or services, except in those areas of the internet that are designated for such

purposes, such as marketplace bulletin boards or classified advertisement sections of Web sites.

- Customer shall not list or send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients.
- Customer agrees that this Agreement provides Services to be used solely at Customer's BioPark facility. Regardless whether Customer has actual control over the acts of third parties, Customer agrees that it has the last clear chance to avoid unauthorized use of the Services, and Customer agreed to defend, indemnify and hold harmless UMB and the State of Maryland for any claims, damages, suits, and liabilities of any nature resulting from a third party's use of Services made available to Customer.

5. UMB can and does screen all content provided by any internet users of the Services. UMB has the right, but not the obligation, to block access over the internet to any communications and materials that UMB believes, in its sole discretion, violate applicable UMB policies or applicable laws. UMB may terminate Customer's Agreement for any violation of such policies or laws by use of Services.

6. All use of UMB's Services must be for lawful purposes and in accordance with the BCAUP. Customer shall neither use, nor permit use of, the Services in violation of any applicable federal, state or local statute, law, ordinance, regulation or rule, all of which are hereafter collectively referred to as "Governmental Rule". Customer agrees that UMB has the right to do electronic monitoring and disclose information where required to do so by any Governmental Rule, to facilitate provision of Services, to safeguard UMB and other Customers, or as allowed or required by UMB. If use of the Services by Customer or by a third party or parties accessing the Services through Customer causes UMB's internet source to advise UMB that it will terminate or restrict UMB's connectivity to the internet, unless some specified action is taken, UMB, by giving the lesser of fifteen (15) days advance notice to Customer or the time period specified by UMB's internet source, may temporarily suspend the Customer's service, or some part thereof, limit or prevent use of the Customer's service by a particular person, group or entity, and/or terminate this Agreement.

7. UMB may, at its sole discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of UMB's systems. However, UMB will provide prior

notice where it is reasonably practicable under the circumstances, and UMB will restore service as soon as is reasonably practicable. CUSTOMER SHALL NOT BE ENTITLED TO ANY SETOFF, DISCOUNT, REFUND OR OTHER CREDIT, IN CASE OF ANY SERVICE OUTAGE OR INTERRUPTION. Customer will provide UMB or its agents with access to Customer's premises, at reasonable times, if necessary for the repair and/or maintenance of UMB's equipment located therein.

9. Customer acknowledges and agrees UMB is under no duty to provide any upgrades, updates, enhancements, improvements, additions, replacements, or modifications to UMB's internet system or equipment.

10. THE GOODS AND SERVICES PROVIDED BY UMB ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. CUSTOMER AGREES THAT ANY EFFORTS BY UMB TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. MODIFICATIONS MADE TO ANY EQUIPMENT OR PRODUCTS PROVIDED BY UMB BY CUSTOMER OR ANY THIRD PARTY VOID ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. IF CUSTOMER IS DISSATISFIED WITH UMB SERVICE, CUSTOMER'S SOLE REMEDY IS TO TERMINATE THIS AGREEMENT.

11. NO ADVICE OR INFORMATION GIVEN BY UMB, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER UMB NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE USING THE SERVICES IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

12. UNDER NO CIRCUMSTANCES SHALL UMB, ITS EMPLOYEES, AFFILIATES, OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM CUSTOMER'S (OR CUSTOMER'S CUSTOMERS OR AUTHORIZED

USERS) USE OF OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR CUSTOMER'S (OR CUSTOMER'S CUSTOMERS' OR AUTHORIZED USERS') RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

13. The parties expressly recognize that UMB does not operate, control or endorse any information, products or services on the internet, and that any entities that do offer such information, products or services are not affiliated with UMB. UMB does not make any express or implied warranties, representations or endorsements TO CUSTOMER OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided over the internet, including, without limitation, warranties of: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. UMB shall not be liable TO CUSTOMER OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services.

14. UMB shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of UMB are due to:

- Acts of God or of a public enemy;
- Acts of the United States or any state or political subdivision thereof;
- Fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes;
- Embargoes, epidemics or quarantine restrictions;
- Terrorism;
- Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind;
- Delays of supplier or delay of transportation for any reason;
- Delays beyond the control of UMB in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment.
- Delay in Customer reporting problems or furnishing information or materials.

- Acceptance of delivery of goods or services shall constitute a waiver and release of UMB by Customer for any claim for damages, setoff, discount or other liability on account of delay.

15. Customer agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Customer's particular requirements for accuracy of data input and output, and for maintaining a means external to UMB for the reconstruction of any lost data. The parties also expressly agree that the internet contains unedited materials, some of which are unlawful, indecent, or offensive to Customer or its personnel and access to such materials by Customer or its personnel is done at Customer's sole risk.

16. UMB may deny Customer access to Services if Customer or any user of the Services provided to Customer engages in any conduct or activities that UMB in its sole discretion believes violates any of the terms and conditions in this Agreement. This may be done by UMB WITHOUT NOTICE and for any reason allowed by this Agreement or by law. If UMB denies Customer access to the Services for such cause, neither Customer nor persons using the Services through Customer shall have any right (1) to access through the Services any materials stored on the internet, (2) to obtain any credit(s) for interruption of Services; or (3) to access third party services, merchandise or information on the internet through the Services. UMB shall have no responsibility to notify any third-party providers of services, merchandise or information that Customer's access has been terminated, nor any responsibility for any consequences resulting from lack of notification.

17. Customer agrees to defend, indemnify and hold harmless UMB, the State of Maryland, the University System of Maryland, their employees, agents and contractors from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of this Agreement or UMB policies referenced in this Agreement by Customer or other users of the service provided to Customer; (b) the use of the Services or the internet or the placement or transmission of any message, information, software or other materials on the internet by Customer or users of the Services provided to Customer; (c) negligent acts or omissions of Customer's officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software not provided by UMB which

are connected or are to be connected to the service; (d) claims for infringement of patents arising from the use of equipment and software, apparatus and systems not provided by UMB in connection with the service; and (e) claims for infringement of copyright resulting from the use of the internet by Customer or other users of the service.

18. UMB reserves the right to, and Customer agrees that UMB may, terminate Services for no cause and without any reason upon thirty (30) days' prior written notice.

19. UMB reserves the right to, and Customer agrees that UMB may, cancel this Agreement and terminate any and all Services immediately, and without prior notice, in the event that (i) Customer fails to fulfill any material obligation contained in this Agreement; (ii) Customer fails to make any payment of an invoice when due; or (iii) any Internet service used by UMB in providing Services ceases doing business, or requires that UMB cease providing Services. UMB RESERVES THE RIGHT TO USE SELF-HELP TO THE GREATEST EXTENT PERMITTED UNDER THE LAW, INCLUDING, BUT NOT LIMITED TO, ELECTRONIC REMEDIES.

20. Customer may terminate this Agreement for any reason on thirty (30) days prior written notice.

21. After termination by any party for any reason, UMB shall retain the right to recover all accrued charges due and owing by Customer to UMB, and Customer agrees that it waives any right it may have against UMB to offset fees payable by Customer to UMB. Upon termination of this Agreement by any party for any reason, Customer shall promptly return any and all of UMB's property and equipment in its possession. Customer's indemnification of UMB under this Agreement shall survive any expiration or earlier termination of this Agreement.

22. Payment received shall be applied first to any outstanding interest, then to late fees, then to current fees. Unpaid charges more than sixty (60) days overdue will be referred to the State of Maryland Central Collection Agency.

23. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

24. All remedies available to UMB for breach of this Agreement are cumulative and may be exercised concurrently or separately and the

exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after execution by authorized officers of both parties.

26. Except for modifications to UMB's operating policies or laws applicable to this Agreement, no modification or change of the terms of this Agreement shall be binding on either party unless it is in writing and signed by authorized officer of both parties. Any modification or change of the terms of this Agreement or waiver UMB's rights, shall be effective only in the specific instance and for the specific purpose given.

27. Customer shall not assign, transfer or subcontract its rights or delegate its obligations hereunder without the prior written consent of UMB, which consent may be withheld in UMB's sole discretion. Customer shall not employ or engage as a contractor any personnel of UMB who provides Services or support to Customer pursuant to this Agreement.

28. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain

valid and unimpaired, and shall continue in full force and effect. If either party is prevented from performing its obligations due to an event of force majeure (acts of God or nature, riots, war, terrorism, labor strife, or other causes beyond a party's reasonable control) the time allowed for the party to perform its obligations shall be extended for the duration of the force majeure event.

29. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party warrants to the other that the signatory of this Agreement is authorized to do so, on behalf of its respective party.

30. Nothing contained in this policy shall be construed to limit UMB's actions or remedies in any way with respect to any of the foregoing activities, and UMB reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Services, and levying cancellation charges to cover UMB's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, UMB reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

31. None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person other than the parties hereto, including without limitation any creditor of Customer or any employee of Customer.

