

Website Hosting Service Level Agreement

Marmot Library Network

A. Description of Service

Marmot currently hosts websites for member libraries who opt to pay an annual fee for this service. Marmot provides up to 5 GB of storage for each library website. Member libraries who use this service agree to the terms and conditions in this document. Throughout this document, “we” and “ours” refers to Marmot; “you” and “yours” refer to the member institution.

B. Availability of Service

Subject to the terms and conditions of this Agreement, Marmot shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

- (i) equipment malfunctions;
- (ii) periodic maintenance procedures or repairs that Marmot may undertake from time to time; or
- (iii) causes beyond the control of Marmot or that are not reasonably foreseeable by Marmot, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

You agree that Marmot does not completely control the availability of the Services on a continuous or uninterrupted basis.

C. Content

You shall be solely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your web site content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services.

You represent and warrant to Marmot that: your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that you own your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within your web site.

You also warrant that the web site being hosted by Marmot will not be used in connection with any illegal activity. If you are hosting your web site on Marmot's servers, you are responsible for ensuring that there is no excessive overloading on Marmot's DNS or servers.

You may not use Marmot's servers and your web site as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and Marmot reserves the right to remove sites that contain information about hacking or links to such information. Use of your web site as an anonymous gateway is prohibited.

Marmot prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by Marmot.

You agree that Marmot reserves the right to remove your web site temporarily or permanently from its servers if Marmot is the recipient of activities that threaten the stability of its network.

You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to:

- (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email;
- (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
- (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
- (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
- (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization;
- (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program;
- (viii) engage in any other activity deemed by Marmot to be in conflict with the spirit or intent of this Agreement or any Marmot policy; or
- (ix) use your server as an "open relay" or similar purposes. Hot linking of any kind is not permissible

D. Storage and Security

At all times, you shall bear full risk of loss and damage to your web site and all of your web site content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with the Site or any of your web site content displayed, linked, transmitted through or stored on the Server.

You shall be solely responsible for undertaking measures to:

- (i) prevent any loss or damage to your web site content;
- (ii) maintain independent archival and backup copies of your web site content;
- (iii) ensure the security, confidentiality and integrity of all your web site content transmitted through or stored on Marmot servers; and
- (iv) ensure the confidentiality of your password.

Marmot's servers and virtual services are not an archive and Marmot shall have no liability to you or any other person for loss, damage or destruction of any of your content. you shall at all times use the Services as a conventional and/or traditional web site. You shall not use the Service in any way, in Marmot's sole discretion, that shall impair the functioning or operation of Marmot's Services or equipment. Specifically by way of example and not as a limitation, you shall not use the Services as a repository or instrument for placing or storing archived files and/or material that can be downloaded through other web sites. In the event you terminate, moving your web site off of the Marmot virtual servers is your responsibility. Marmot will not transfer or FTP your web site to another provider. In the event your use of the Services is terminated, Marmot will not transfer or manage your Services or your website content. Marmot reserves the right to block access to its services for any reason it deems as a security threat.

E. Backups

Our servers are provided with backup equipment and automated procedures. We cannot guarantee these backups at any given point in time. While the servers are backed up on a routine basis subscribers are responsible for backing up their own data. Subscribers are advised to backup all of their own files to local drives.

F. Background Running Programs

Background Daemons in general are prohibited on Marmot servers, including, but not limited to, IRC bots, eggdrop, BitchX, XiRCON, warez sites and any other program that interferes with normal server operation. Marmot will be the sole arbiter of what constitutes a violation of the above policy. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

G. CGI Scripts

Marmot allows CGI to be used on it's web servers. CGI can be resource intensive however, and because the web server must be shared with other users, we must limit how much of the CPU can be used by any one account on a shared server.

What does Marmot consider "CGI ABUSE"?

Any site whose CGI programs are using excessive amounts of system resources. Excessive amounts is defined as any amount that results in substantial degradation of server performance. Marmot is the sole determinant of what constitutes degraded server performance.

Why does Marmot have this policy?:

Server Speed and Fairness to others.

The web server is shared. As such, there are many accounts per machine. In all fairness, Marmot cannot allow one or two clients to use all of the System resources on a shared machine and have all other clients on the machine suffer because of it. Excessive CPU usage by one or more clients causes extreme slowness in all areas: Email, Web Sites and more. If the CPU usage gets too far out of hand, all sites hosted on the machine will return Errors and not be accessible in any way.

What happens if I violate this policy?

All accounts that are found to using excessive amounts of system resources will receive an E-mail warning from Marmot. This warning will inform you that there is too much CGI running and it will provide options for reducing the usage or upgrading your server. If you do not reduce the usage within 24 hours of the E-mail being sent, your CGI scripts will be disabled.

H. Definitions

Spamming — Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward Marmot, but also because it can overload Marmot's network and disrupt service to Marmot subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Marmot has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property Violations — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates

privacy, publicity, or other personal rights of others. Marmot is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Marmot's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials — Using Marmot's network to advertise, transmit, store, post, display, or otherwise make available obscene speech or material.

Defamatory or Abusive Language — Using Marmot's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers — Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks — Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities — Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP — Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations — Exporting encryption software over the Internet or otherwise, to points outside the United States.

Other Illegal Activities — Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities — Engaging in activities, whether lawful or unlawful, that Marmot determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.