



RISQ INC. USAGE POLICY

1. MISSION OF THE RÉSEAU D'INFORMATION SCIENTIFIQUE DU QUÉBEC (RISQ) INC.

- 1.1. RISQ exists to provide the Quebec research, higher education, and creative communities with a very high bandwidth network on the leading edge of technology, and to provide related services.

2. USE OF THE RISQ NETWORK

- 2.1. RISQ provides its members with a private broadband telecommunications network that allows three levels of connectivity: with members' private networks, with national and international research networks, and with the Internet. RISQ network connectivity services are provided without regard to the nature of the data traffic carried to or from the subscriber's access point.
- 2.2. As a provider of services acting as an intermediary for the provision of services related to a communication network exclusively for the transmission of technological data, RISQ is not responsible for actions taken by members by means of the documents that it transmits or stores in the normal course of transmission and during the time required to ensure proper transmission. Consequently, members agree to make equitable use of the network and to respect the following limitations on usage, which relate primarily to activities that are explicitly prohibited because of their illegality or because they violate community standards:
 - 2.2.1. The RISQ network may not be used for illegal purposes. The user agrees not to use the Network in any way that contravenes the laws and regulations established by the pertinent government authorities;
 - 2.2.2. The RISQ network must be used in such a manner as to respect copyrights, trademarks, patents, trade and industrial secrets, or other intellectual property rights attached to, among others, data, works, and software that may be involved in communications over the Network;
 - 2.2.3. The RISQ network must not be used for providing unauthorized access to systems, software, or data; nor may it be used for interfering with or disrupting the operations, users, services, equipment, security, or integrity of the Network or of other networks accessible via the RISQ network. Disruptions include, but are not limited to, the propagation of computer viruses or worms, the mass-sending of unsolicited email, or any

other activity that has a negative impact on the users of the RISQ network and the other networks connected to it;

- 2.2.4. The forging of TCP/IP packet headers or of any header data component in email messages or newsgroup postings is prohibited;
- 2.2.5. The RISQ network must not be used for transmitting any communication that could be interpreted by its recipient(s) as being: abusive communication; harassment; hate speech, defamation, or an invasion of privacy; obscene materials; or any other form of illegal communication or threat;
- 2.2.6. It is prohibited to permit, facilitate, encourage, or incite a prohibited use of the RISQ network or any connected network.

2.3. RISQ's decision-making authority constitutes the sole mechanism of arbitration in matters relating to violators and to the requirements stipulated herein.

3. GUARANTEES

- 3.1. The RISQ makes no guarantee of any kind, express or implied, as to the availability, reliability, or precision of resources or data transmitted or received via the Network or the Internet; RISQ will in no case be responsible for loss of profits, loss of business, or any other direct, special, fortuitous or punitive damages arising from the use of the RISQ network or of the resources and networks available via the RISQ network, or from the inability of the RISQ network to transport traffic.
- 3.2. The user has no right to credit or reimbursement (in whole or in part) under any circumstance. RISQ makes no representation and makes no guarantee of any kind that RISQ's services, as employed by the user, correspond to the user's needs or will fulfill the objectives for which the user requires them.
- 3.3. RISQ has no control over and cannot guarantee the confidentiality of the information transmitted via the RISQ network. Consequently, users agree that they are responsible for ensuring the confidentiality of the data they transmit over the RISQ network and that any decision to transmit personal or confidential data or information is undertaken at the user's own risk.

4. RISQ'S OBLIGATIONS

- 4.1. For the duration of the contract, RISQ agrees to provide the services agreed upon, to keep the broadband telecommunications network in good working order, and to perform all necessary repairs and maintenance.
- 4.2. RISQ accepts no responsibility for network non-performance, whether the defective performance arises as the result of an accident, failure, or normal wear and tear. RISQ does not guarantee that the service will be uninterrupted or error-free. In the event of a service interruption, RISQ will take reasonable steps to re-establish service as quickly as possible.

5. RISQ NETWORK USER OBLIGATIONS

- 5.1. For the duration of the contract, the user agrees to use the RISQ network solely for its own exclusive use and in conformity with the terms of the present policy. The user agrees to keep its own internal network in good working order and to ensure that RISQ services are used in a manner that conforms to the terms of the present policy by each person to whom the user provides network access. Among other things, the user agrees not to make, nor to permit anyone to make, any fraudulent use of the services that RISQ puts at the user's disposal, nor to make any such use that is contrary to laws or regulations, and to take the steps required to enforce such restrictions.
- 5.2. The user is obligated to inform RISQ, without delay, of any event, anomaly, incongruity, or any other factor that could lead to premature degradation, failure, or loss of RISQ's equipment. The user will be held responsible for any and all loss of RISQ equipment and for any damage to such equipment, if such damage or loss is caused by negligence or deliberate action on the part of the user or any third party given access by the user.
- 5.3. The RISQ network user is responsible for identifying the persons under its control whom it will hold responsible for data transmissions originating on the user's internal network. The user covenants and agrees that every user of RISQ services shall be informed of the user's obligations; the user agrees to make every effort required for quickly handling all reports of inappropriate conduct as described herein, when such reports have been identified as originating on the user's internal network. The user also agrees to take all steps deemed necessary to prevent the future recurrence of inappropriate conduct.
- 5.4. The user covenants and agrees that it is in no way authorized to resell or commercialize the services provided, in whole or in part, nor to connect or provide access to any other institution, organization, or person, even if such institution, organization, or person meets the eligibility criteria for RISQ membership, without written RISQ's express written permission. Organizations include, but are not limited to, community organizations, not-for-profit organizations, Crown corporations, and private companies.

6. RESPONSIBILITY

- 6.1. RISQ advises its users that some content accessible by means of the RISQ network may be considered to be of a racist, sexist, pornographic, or violent nature by some individuals, and may be considered inappropriate by the member or its personnel. The RISQ network user is entirely responsible for taking the steps and precautions required in order to prevent its individual users from accessing or distributing inappropriate material. The user will be responsible for all consequences in the event that it provided access to inappropriate material.
- 6.2. RISQ assumes no responsibility for the contents of transmissions leaving or entering the user's internal network. RISQ advises the user that transmissions originating from the user's network may be the object of enquiries or prosecution, to the extent that such transmissions contravene the laws and regulations currently in effect. RISQ will take no steps to impede the work of the person responsible for access to the documents, specifically as regards confidentiality; nor will RISQ take any steps to prevent responsible authorities from exercising their lawful duties as they relate to public safety or to the prevention, detection, proof, or prosecution of infractions.

- 6.3. RISQ's responsibility and the user's recourse are limited, in any case, to the correction of the problem as described in writing, within a reasonable time.

7. INDEMNIFICATION BY THE USER

- 7.1. The user agrees to defend RISQ against any claim, action, or suit by a third party against RISQ in which facts are alleged which constitute or could constitute wrongful conduct on the part of the user, or a failure on the user's part to respect one of the user's obligations. In such instances, the user agrees to indemnify RISQ against all losses or against all damages incurred, in both capital and interest, by reason of the user's wrongful conduct or neglect of obligations, including reasonable legal fees. RISQ reserves the right to participate in the defence, at its own expense, and in any claims, and to be represented by a lawyer of its choosing.

8. SANCTIONS

- 8.1 In case of non-compliance with the terms specified herein, RISQ reserves the right to interrupt the user's connection to the RISQ network if the user fails to correct the problem in question within ten (10) days of receiving notice from RISQ. RISQ may permit resumed access to the Network only once the user has proven that the required steps have been taken to rectify the situation.

9. CONTRACT TERMINATION OR PERMANENT SANCTION

- 9.1 If the parties agree not to renew the agreement at the end of the principal contract term, or if a permanent sanction is taken against the user, RISQ will cease routing traffic to the user on the specified date. At that time, the user will be obliged to return to RISQ all equipment deployed on its site by RISQ.