

Exhibit A
Acceptable Use Policy for User Organizations (“AUP”)

All use of the Ontario Research and Innovation Optical Network (ORION) is subject to this AUP.

ORION may revise its Acceptable Use Policy from time to time, at its sole discretion. When ORION does so, a revised version will be posted at <http://www.orion.on.ca> and ORION will notify the User Organization that a revised version is posted and of the date at which changes will become effective.

1. Purpose of ORION Network

The Ontario Research and Innovation Optical Network (ORION) is a research and education network that provides an environment in which bandwidth is no longer a major constraint to creativity, innovative research and education projects and/or activities, and new knowledge creation.

ORION provides telecommunications capacity and services to not-for-profit public sector organizations engaged in research and/or education activities (“R&E Organizations”) and to other entities that support research and/or education activities of the R&E organizations. ORION may interconnect with and provide telecommunications capacity and services to other not-for-profit regional, national and/or global entities engaged in research and/or education activities or which support or provide connectivity to R&E organizations.

ORION will also serve as a platform for the development and testing of new applications, services and technologies, by the R&E organizations and private sector partners.

ORION does not provide telecommunications capacity and services to the general public for a financial consideration and does not permit the remarketing, resale, or provision to third parties of its capacity and services by those connected to the ORION Network.

2. Eligible User Organizations

Subject to ORION’s discretion on a case-by-case basis, it is ORION’s intent to permit the following types of entities to apply for access to the ORION Network:

- Accredited Ontario universities and community colleges;
- Centres of Excellence, as well as ORION-approved publicly funded research organizations;
- Government (federal, provincial or local) research institutes or departments, offices of government funded agencies, schools, libraries and hospitals that are connected to an ORION approved PoP or RAN and that are carrying out high bandwidth applications or applications development for research and/or education purposes, are eligible to use the ORION Network for these purposes, subject to approval by ORION; and
- Other organizations such as commercial laboratories and businesses, which are carrying out high performance applications or research use, and wish to have access to the ORION Network to connect solely to ORION-eligible research and education users listed above or develop and test new applications and technologies over the network may be eligible, but must have prior approval from ORION, conditional on the applicant conforming to certain networking requirements and the connection may be of limited duration.

Eligible User Organizations may be connected directly to the ORION Network through an ORION Network PoP or a third party Regional Advanced Network (RAN). In order to be connected to the ORION Network, RANs must provide connectivity to ORION-eligible User Organizations. Only traffic from ORION-eligible User Organization of a RAN will be accepted by the ORION Network.

3. Limitations on Use

Approval of use of ORION network bandwidth is not guaranteed. ORION reserves the right to limit inappropriate use of the network. ORION assumes no liability arising from use of the network or the inability to provide network capacity or services during any outage period.

User Organizations, who, in addition to their usage for research and education purposes, wish to use other applications that may be available on the network, such as the Internet, must apply for and be approved for this use, enter into an agreement with ORION and pay an additional fee related specifically to the cost of providing this service. Any such uses may be subject to additional terms and conditions.

The ORION Network Internet Service is an optional service currently available for the university and college participants in the ORION network, and is not intended to be generally available to all ORION network User Organizations.

User Organizations and users of their network capacity and services will not resell any network bandwidth or Internet access acquired from ORION to the public or any third parties or provide content hosting to the public or for any third party for consideration utilizing the network bandwidth or Internet access acquired from ORION.

User Organizations will not provide network connectivity to third parties except as approved by ORION.

Use of the ORION Network must be primarily to support research and education activities.

User Organizations agree that any person who accesses the ORION Network through the User Organization's system must be subject to the restrictions on the use of the ORION Network as contained in this AUP as well as any further restrictions contained in the User Organization's own AUP.

The ORION Network may not be used for any purpose which is prohibited by or in violation of applicable law.

ORION reserves the right to (a) block certain IP ports or (b) limit or prohibit certain network applications, particularly as utilization levels increase on the ORION Network. ORION will promptly inform User Organizations of IP ports blocked or network applications so limited or prohibited.

4. Inappropriate Use

The following guidelines outline certain uses that are not appropriate. The guidelines do not outline all possibilities and therefore are not exhaustive, and ORION reserves the right to add to the list or make determinations on a case by case basis as to whether particular uses are or are not appropriate.

- violates any applicable local, provincial, national or international law or regulation;
- may damage the reputation and goodwill of ORION;
- exporting, re-exporting or permitting downloads, of any material or information in violation of applicable export laws;

- to transmit or store any information, data, text, files, links, software chat, communication or other material that is unlawful, threatening, abusive, harassing, defamatory, obscene, or racially or ethnically hateful including that pertaining to sexual orientation;
- to transmit or store any materials that infringe the intellectual property rights of others including but not limited to patents, copyrights, trademarks, service marks or other intellectual property rights;
- use of the ORION network or any attached network in a manner that precludes or significantly hampers its use by others is not allowed;
- connections that create routing patterns that are inconsistent with the effective and shared use of the network shall not be established;
- to threaten, harass, discriminate or undertake any action or infringement, directly or indirectly, against any person or group which is prohibited by the Ontario Human rights Code R.S.O. 1990.
- To circumvent or attempt to circumvent any security measures of the ORION Network;
- to post or transmit or cause to be transmitted, whether by e-mail or interactive messaging or otherwise, any material where (i) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND (ii) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent; AND (iii) the transmission and reception of the message appears to the recipient to give a disproportionate benefit to the sender (eg: advertising, promotional materials, or any other forms of solicitation where no explicit recipient-requested relationship exists and where the sender knows, or ought reasonably to know, that the information is unwelcome to the recipient); or
- to intercept or access or engage in “sniffing” of packets or in any way interfering with or intercepting the traffic of another User Organization.

ORION reserves the right to suspend or terminate an individual’s user connection or that of the User Organization should remedial action not be undertaken by the User Organization within a reasonable notice period (but ORION shall not be obligated to provide notice if immediate action is required to protect the operation or integrity of the ORION Network or networks of its other suppliers) and dependent upon the critical nature of the inappropriate use.

5. Associate Party Connection Definitions and Policies

An “Associate Party” is a user entity/organization that wishes to obtain connectivity to ORION through an ORION User Organization that has entered into a Network Access Agreement with ORION and has paid its user access fee. Such connections may be permitted by ORION if an explicit written agreement (Associate Party User Agreement) between ORION, the Associate Party and the User Organization providing the connection.

Upon connecting to ORION, each User Organization is obliged to identify to ORION all pre-existing Associate Party connections. ORION and the User Organization will cooperate to bring all pre-existing Associate Party connections into compliance with this AUP in a reasonable period of time.

ORION will use the following key criteria in determining whether an organization/institution is considered an “Associate Party” and is required to have an explicit written agreement and may be required to pay a separate user access fee include:

- The organization/institution is separately incorporated from the fee paying User Organization through which it is obtaining its connectivity and has its own Board of Directors;
- An organization/institution in which the principal signing/approval authority is different from the fee paying User Organization through which it is obtaining its connectivity;

- An organization/institution that requires or requests a connection to ORION at the same level as fee paying User Organizations, either separately to the ORION PoP or through a separate connection to a RAN or fee paying User Organization.

ORION will use the following key criteria in determining whether an organization/institution is not considered to be a “Associate Party” include:

- The organization/institution is a wholly owned operating entity of the User Organization.
- The organization/institution is a federated, affiliated, or constituent college or federated university of the User Organization.
- Substantially all of the organization’s operating funds are derived from the User Organization.
- Substantially all of the organization’s staff are employees of the User Organization.

6. Privacy and Security

ORION does not guarantee any user’s or User Organization’s privacy when it uses the ORION Network. Users and User Organizations should take appropriate safeguards when transmitting confidential information.

ORION reserves the right to monitor the ORION network and services electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request or as necessary to operate the ORION network and services or to protect itself or others. Where legally permissible and reasonably practical, ORION will consult with the appropriate User Organization and safeguard the privacy of all those concerned to the extent that it is able.

7. Use of The CANARIE Network

Each User Organization accessing The CANARIE Network through ORION is responsible for restricting access to and use of The CANARIE Network in accordance with the requirements specified in CANARIE’s Acceptable Use Policy, Connection Policy, and Routing Policy, which are available at: <http://www.canarie.ca/> and as may be modified from time to time by CANARIE in consultation with the ORAN Advisory Committee.