

Last Updated: December, 2016

MEFNET GENERAL TERMS OF USE

These MEFnet General Terms of Use (these “**General Terms**”) are an agreement made between MEF Forum (“**MEF**,” “**we**,” “**our**,” or “**us**”) and you, the individual registered End User (as defined below) of the MEFnet Platform (as defined more fully below, the “**Platform**”) and any Participating Organization (as defined below) you are accessing the Platform on behalf of. If you are accessing the Platform on behalf of a Participating Organization, that Participating Organization might have entered into a separate written MEFnet Participation Agreement with MEF (as defined more fully below, a “**MEFnet Participation Agreement**”). When we use the term “**Agreement**”, we are referring to the MEFnet Participation Agreement, if any, together with these General Terms and all documents incorporated therein and herein by reference. When we use the term “**you**” or “**your**,” we are referring both to you, the individual End User, and any Participating Organization, if any, that you are associated with when accessing the Platform.

1. Definitions

1.1 “Access Permissions and Restrictions” means permissions and restrictions associated with your account, implemented and enforced through automated technological measures, that determine which areas, functionality, Projects, Content and services on the Platform you may access, use, and modify, and which you may not.

1.2 “Code Contribution Agreement” means the MEF Code Contribution Agreement, available here, under which User Content may be contributed to MEF.

1.3 “Contribution” means a Code Contribution, as that term is defined in the Code Contribution Agreement, or a Contribution, as that term is defined in the MEF Bylaws.

1.4 “Content” means User Content and MEF Content.

1.5 “Documentation” means user manuals, instructional materials, and any other materials provided by MEF, in printed, electronic or other form, that describes the functionality, operation, use or technical specifications of the Platform and the services provided through the Platform.

1.6 “End User” means any individual natural person that accesses and uses the Platform.

1.7 “Feedback” means any comments, suggestions, ideas, or feedback submitted by an End User or Participating Organization to MEF through the Platform, email, telephone, or otherwise for improvements to the Platform or MEF Content.

1.8 “MEF Content” means software, documentation, data, files, or other content, excluding User Content, that MEF makes available to you or other End Users through the Platform.

1.9 “MEFnet Participation Agreement” means one or more agreements between MEFnet and an End User or between MEFnet and a Participating Organization relating to use of or participation in the Platform.

1.10 “Participating Organization” means an entity with one or more End Users that has entered into a MEFnet Participation Agreement with MEF.

1.11 “Platform” means the physical and virtual hosting environment and platform for the hardware and software components of OpenLSO and OpenCS implementations known as “MEFnet” that MEFnet makes available to you, including all services, computing resources, repository services, storage, processes, and functionality offered through such environment and platform, but excluding the User Content stored therein.

1.12 “Project” means a collection of related Content that is labeled as a “project” within the Platform.

1.13 “Project Terms and Conditions” means terms and conditions governing use, access, modification, intellectual property ownership, and confidentiality of Content associated with a particular Project.

1.14 “Project Sponsor” means the entity designated as the owner of a Project within MEFnet, which entity has the rights to determine (a) which End Users have access to view, modify, and contribute Content for the Project and (b) the terms of intellectual property ownership of the User Content associated with such Project. A Project Sponsor may be MEF or a Participating Organization.

1.15 “User Content” means software, documentation, data, files, or other content posted or uploaded to the Platform by you or another End User or Participating Organization or that is created, modified, stored, or transmitted by you or another End User or any Participating Organization using the Platform.

2. Platform

2.1 Access and License Grant. Subject to your strict compliance with these General Terms and any other written agreement(s) between you and MEF, MEF hereby grants to you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to use the Platform and MEF Content solely in accordance with the terms of this Agreement, the Access Permissions and Restrictions associated with your log-in credentials, and any applicable Project Terms and Conditions. Your Access Permissions and Restrictions shall be determined by MEF, the Participating Organization you represent, and the terms of the applicable MEFnet Participation Agreement that your Participating Organization has entered into, if any. Additionally, Project Sponsors will decide in their sole discretion whether or not provide you with access to view, modify, or contribute to their Projects. The licenses granted herein include the limited right and license to do the following, only for the purposes expressly permitted herein:

- (a) Use and access the Platform in accordance with this Agreement.
- (b) Download, print, copy, view and display any reports or information displayed in or generated using the Platform.
- (c) Download, print, or otherwise view and display any Documentation and use such Documentation solely in support of your licensed use of the Platform in accordance with these General Terms.

2.2 Copies. All copies of the Documentation and Platform made by you:

- (a) will be the exclusive property of MEF;
- (b) will be subject to the terms and conditions of this Agreement; and
- (c) must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

2.3 Use Restrictions. You shall not, directly or indirectly, except as expressly permitted in this Agreement or any other written agreement(s) between you and MEF:

- (a) use (including make any copies of) the Platform or Documentation beyond the scope of the license granted hereunder;
- (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Platform or Documentation or any part thereof;
- (c) combine the Platform or any part thereof with, or incorporate the Platform or any part thereof in, any other programs;
- (d) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
- (e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform or Documentation, including any copy thereof;
- (f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- (g) use the Platform in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems or in any situation or application where failure or fault of MEFnet or the Content therein could lead to death or serious bodily injury of any person, or to physical or environmental damage;
- (h) use the Platform in violation of any international, federal, state or local law, regulation or rule;
- (i) use the Platform for purposes of competitive analysis of the Platform, the development of a competing product or service or any other purpose that is to the MEF's commercial disadvantage;
- (j) remove, disable, circumvent or otherwise create or implement any workaround to, any technological copy protection, security, or compliance monitoring features of the Platform, including without limitation Access Permissions and Restrictions, that are designed

to prevent or monitor its unauthorized use or copying, including features to protect against use or access of the Platform beyond the scope of the license granted hereunder or as otherwise prohibited hereunder;

(k) use any shared system or resource of MEFnet in excess of any limitations set forth in your MEFnet Participation Agreement, if applicable, or in a way that unnecessarily interferes with the normal operation of the shared system;

(l) attempt to probe, scan, penetrate or test the vulnerability of a MEFnet system or network, or to breach the MEFnet security or authentication measures, whether by passive or intrusive techniques; or

(m) use the Platform in a manner that infringes, misappropriates, or violates the copyright, trade or service mark, patent, trade secret, or other intellectual property or proprietary rights of a third party.

2.4 Ownership of the Platform. You acknowledge that the Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under these General Terms, or any other rights to the Platform other than to use the Platform in accordance with the license granted under these General Terms and any other written agreement(s) between you and MEF, subject to all terms, conditions and restrictions contained therein and herein. MEF reserves and shall retain its entire right, title and interest in and to the Platform and all intellectual property rights arising out of or relating to the Platform, subject to the licenses expressly granted in these General Terms and any other written agreement(s) between you and MEF. You shall use commercially reasonable efforts to safeguard the Platform (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

2.5 Login Credentials. You shall not share or disclose your MEFnet log-in credentials with or to any person who has not been authorized by your Participating Organization to use such log-in credentials to access the Platform. If you discover or suspect that your log-in credentials have been accessed or used by an unauthorized person, you must promptly change or reset your password. You are responsible for maintaining the confidentiality of your login credentials. You are responsible and wholly liable for all acts or omissions committed under your login credentials. We will not be held responsible or liable for any losses, damages, or liabilities you or any third party may incur as a result of someone else using your login credentials, either with or without your consent.

2.6 Modifications and Updates. MEF may, in its sole discretion, make updates or changes to the Platform from time to time and add, modify, or remove any MEF Content available thereon.

3. GitLab Access. Depending on the terms of your MEFnet Participation Agreement, if any, you may be given access and log-in credentials to MEF's GitLab account. If you are given such access, you agree to maintain the confidentiality of such log-in credentials, only provide authorized End Users within your Participating Organization access to MEF's GitLab account using such log-in credentials, and strictly comply with the GitLab Terms, available at <https://about.gitlab.com/terms/>. You agree to indemnify, defend, and hold MEF harmless from

and against any violation of the GitLab Terms by you or any person who accesses MEF's GitLab account using your log-in credentials.

4. MEF Content. Except when different Project Terms and Conditions are posted on the Platform with respect to certain MEF Content, all MEF Content available on the Platform is licensed to you pursuant the terms of the Apache License 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0>.

5. User Content.

5.1 Ownership. Any User Content you post, store, or upload to the Platform or that you create or develop using the Platform will be governed by the following agreements or licenses, depending on the Project.

(a) If you are an MEF member and make a Contribution through the Platform, your Contribution will be contributed to MEF under the MEF Bylaws and the Code Contribution Agreement.

(b) Whether you are a MEF member or not, if you participate in a hackathon through the Platform, all Content you post, modify, or add in connection with such hackathon will be contributed to MEF under the Code Contribution Agreement.

(c) Whether you are a MEF member or not, if you post, modify, or add to Content associated with a Project, ownership and licensing of the intellectual property associated with that Content and your modifications and additions to the Content will be governed by the terms, conditions, or agreement referred to in the "Project Terms and Conditions" section of the profile associated with that Project.

5.2 Content Standards. These content standards apply to any and all User Content. User Content you post must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, your User Content must not:

(a) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

(b) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement.

(c) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

6. Confidentiality. If you are a member of MEF and you make a contribution to MEF through the Platform, the confidentiality or lack thereof of your contributions shall be governed by the Bylaws of MEF. Otherwise, unless the applicable Project Terms and Conditions contain different terms, all User Content you post to the Platform make shall be deemed of a non-confidential nature and hence for public distribution at the sole discretion of the applicable Project Sponsor. If the Project Terms and Conditions associated with a Project require you to maintain the confidentiality of the User Content associated with that Project, you must comply with such restrictions.

7. Collection of Usage Data. MEF may, directly or indirectly, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Platform, its performance, and equipment on which the Platform is installed or through which it otherwise is accessed and used, such as dates and times of use by each end user of the Platform, activities conducted using the Platform, the type of web browser used to access the Platform, the operating system/platform you are using, your IP address, and your CPU speed. MEF may use such information for any purpose related to the Platform, including but not limited to improving the performance of the Platform, developing updates, and verifying compliance with these General Terms and enforcing MEF's rights, including all intellectual property rights in and to the Platform.

8. Export Regulation. The Platform and Content may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Platform or Content to, or make the Platform or Content accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Platform available outside the US.

9. Feedback and Comments. If you are a MEF member and you submit a Contribution through the Platform, that Contribution shall be governed by the MEF Bylaws and Code Contribution Agreement. If you are not an MEF member, or you otherwise submit Feedback to us that does not constitute a Contribution, you grant MEF a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and license, without restriction, remuneration, or attribution of authorship to use, publish, disclose, display, perform, copy, make, have made, use, sell, and otherwise commercially exploit such Feedback in any manner and via any media that MEF chooses without reference to the source. You acknowledge that such Feedback is not binding upon MEF in any way.

10. Modifications to this Agreement. We reserve the right to modify these General Terms at any time. If we do so, we will post the modified General Terms at <https://MEF.net/TOU> and make it available within our Platform. Your use of the Platform following such revision to these General Terms constitutes your acceptance of these General Terms, as amended. We may in our sole discretion notify you via the primary email address associated with your log-in credentials in the event we materially amend these General Terms.

11. Security. You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws or exposing the Platform to unauthorized access, corruption, viruses, malicious code, or other harmful content, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. You agree that we may quarantine or delete any User Content stored on the Platform if we discover or suspect that such User Content is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the Platform or other participants' User Content.

12. Suspension. If you breach this Agreement, we may suspend or terminate your access to the Platform.

13. Termination. The license granted under these General Terms shall automatically terminate if (a) MEF ceases to provide and maintain the Platform; (b) you breach or violate any of the terms of this Agreement; or (c) you misuse the Platform in any way. If your access to the Platform is through a Participating Organization, the license granted hereunder and your access to the Platform will also terminate in the event (i) the MEFnet Participation Agreement such Participating Organization has entered into expires or is terminated for any reason or (ii) you cease to be authorized by the Participating Organization you are associated with to use the Platform for any reason. Termination will not limit any of MEF's rights or remedies under this Agreement, at law, and/or in equity. Upon the expiration or termination of the licenses granted hereunder, regardless of how it occurs: (x) all rights granted to you in these General Terms will immediately and automatically terminate; (y) you must cease all use of the Platform, and (z) you acknowledge and agree that MEF may disable your access to the Platform. Provisions of these General Terms that by their nature or express terms would reasonably be expected to survive termination of this Agreement and/or the licenses granted hereunder shall survive such termination, including without limitation Sections 2.3 and 5.1 and Sections 13 through 23.

14. Limitation of Liability. UNLESS OTHERWISE PROVIDED IN YOUR MEFNET PARTICIPATION AGREEMENT, IF ANY, IN NO EVENT WILL MEF OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR EMPLOYEES BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM OR ANY MEF CONTENT OR USER CONTENT CONTAINED THEREIN, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF MEF WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Disclaimer of Warranties. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE APPLICABLE MEFNET PARTICIPATION AGREEMENT, IF ANY, THE PLATFORM AND CONTENT THEREIN ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OR GUARANTEE OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEF EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE PLATFORM AND CONTENT THEREIN, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TIMELINESS, ACCURACY, COMPLETENESS, RELEVANCE, SATISFACTORY QUALITY, RELIABILITY, SECURITY, TITLE, AND NON-INFRINGEMENT; AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE. OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MEF MAKES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM OR CONTENT THEREIN WILL MEET YOUR REQUIREMENTS; ACHIEVE ANY INTENDED RESULTS; BE COMPATIBLE OR WORK WITH ANY OTHER

SOFTWARE, SYSTEMS, OR SERVICES; OPERATE WITHOUT INTERRUPTION; MEET ANY PERFORMANCE OR RELIABILITY STANDARDS; OR BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED; OR BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MEF IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE PLATFORM OR CONTENT THEREIN, OR THE INTERCEPTION OR LOSS OF ANY DATA OR COMMUNICATIONS TRANSMITTED TO OR FROM THE PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

16. End Users Accessing the Platform on Behalf of a Participating Organization. The terms of this Section 16 apply to you only if you are an End User accessing the Platform on behalf of a Participating Organization. If you are not accessing the Platform on behalf of a Participating Organization, this Section 16 shall not apply to you. YOU ARE PROVIDED THE PLATFORM AND MEFNET CONTENT PURSUANT TO THE MEFNET PARTICIPATION AGREEMENT BETWEEN MEF AND THE ORGANIZATION YOU ARE ASSOCIATED WITH, SOLELY FOR THE BENEFIT OF THE ORGANIZATION AND AT THE ORGANIZATION'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THE MEFNET PARTICIPATION AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY THAT MEF OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE PLATFORM OR MEF CONTENT SHALL BE SOLELY TO THE ORGANIZATION PURSUANT TO THE MEFNET PARTICIPATION AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

17. Your Indemnification Obligations. You agree to indemnify, defend, and hold harmless MEF and its officers, directors, employees, representatives, members, and agents from and against all liabilities, losses, damages, injuries, harm, expense, fines, fees, costs, and expenses of litigation, including, without limitation, reasonable attorneys' fees incidental to any of the foregoing, arising from any claim, suit, action or proceeding (a) that is brought, instituted, asserted, or threatened by a third party alleging that User Content you post or upload to the Platform infringes, misappropriates, or violates a third party's intellectual property or other rights; or (b) that results from your material violation of this Agreement.

18. Conflict or Inconsistency. In the event of any conflict or inconsistency between the MEFnet Participation Agreement, if any, and these General Terms, the terms of the MEFnet Participation Agreement shall control.

19. Equitable Remedies. You agree and acknowledge that breach of this Agreement by you may cause immediate and irreparable harm, for which monetary damages would be inadequate or difficult to ascertain. You therefore agree that upon the existence of any such breach or threatened breach, MEF may immediately seek a temporary restraining order or other appropriate form of equitable relief, without posting a bond or other form of security, from any court having jurisdiction over the matter. This paragraph will not limit MEF's rights to obtain monetary damages in addition to or as substitution for such equitable relief.

20. Governing Law. These General Terms shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

21. Remedies Cumulative. Except as otherwise provided in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

22. Waiver. The waiver of any breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

23. Severability. If any term, provision or covenant or condition of this Agreement is held invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. Interpretation. The headings used in this Agreement shall not be considered in the interpretation of this Agreement.