Service Level Agreement

OpenScholar may engage third party services for data storage and housing of servers. As of the date of this agreement, this includes the services of Amazon Web Services for file storage and for the location and support of self-managed servers. System Administration of the AWS servers is currently provided by Cognizant. OpenScholar agrees to use commercially reasonable efforts to cause these third party services to maintain industry standard levels of security and reliability for the Sites. Access to Institution's data is restricted to trained employees and contractors by OpenScholar who are only provided access when needed for maintenance and support.

OpenScholar's goal is to ensure that the Services are available to Institutions twenty-four hours a day, seven days per week, three hundred sixty-five days per year.

The Host guarantees a monthly 99.5% availability of service, except in cases of the following:

1. a result of scheduled outages notified to Institution completed outside of Institution's normal business hours.
2. due to Institution authored code, user generated content, outages or errors created by third party service providers, or changes to the Platform or Services by parties other than OpenScholar.
3. data center interruptions related to acts of God, natural disasters, or outside the control of OpenScholar's hosting partner(s).

OpenScholar may engage third party services for help desk support and ticketing systems as well as system administration. As of the date of this agreement, this includes Cognizant offshore help desk service and support, system administration, and ZenDesk ticketing system. All support is handled via email at support@theopenscholar.com.

End-user email support (i.e., faculty, staff, student, department) is provided directly and is accessible via emailed support request ticket. Institution is encouraged to forward support requests from end users should additional help be needed to resolve the issue.

Below are the definitions of the levels and expectations of response time after a level is assigned:

- Level 1 – Critical

Complete inability to access or use the Platform, both front and back ends.

- Level 2 – High

Frontend is available, but backend is such that updates to Sites can't be made.

- Level 3 – Medium

Partial or limited loss of non-essential functionality, but affecting all users. An example would be: files are not able to be uploaded by users.

- Level 4 – Low

Inconvenience but not impacting general performance. Examples would be adding a widget or uploading an image, but otherwise the Site is up and running without errors.

While OpenScholar will work to reply to all support requests, at all levels, as quickly and completely as possible, the following SLA guarantees are in place:

Level 1 – 1st reply within 30 minutes or as soon as notified by Institution with updates every 30 minutes until resolution.

Level 2 – 1st reply within 30 minutes with updates every 1 hour until resolution.

Level 3 – 1st reply within 4 hours with updates each day until resolution.

Level 4 – 1st reply within 24 hours with updates every 48 hours until resolution.

OpenScholar will maintain a list of Level 1 outages that affect a significant number of customers at http://status.theopenscholar.com

Institution agrees to keep OpenScholar informed of all current contact information for Institution's account. Changes in Institution's account information may be reported to OpenScholar by e-mail at team@theopenscholar.com.

Web Hosting Acceptable Use Policy

This Acceptable Use Policy sets forth guidelines relating to the types of content that Institution may upload to the web servers under Institution's agreement with OpenScholar for web hosting services (the "Services"). OpenScholar may (but shall have no obligation to) remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. OpenScholar will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Institution's violation of this Acceptable Use Policy may result in the suspension or termination of either Institution's access to the Services and/or Institution's account or other actions as detailed in the Services Agreement.

1.   Acceptable Use. The following constitute violations of this Acceptable Use Policy:

A.   Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sex, or extreme violence.

B.   Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

C.   Using the Services to harm, or attempt to harm, minors in any way.

D.   Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.

E.   Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."

F.   Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of OpenScholar or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

G.　　　Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

H.　　　Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

I.　　　Reselling the Services without the prior written authorization of OpenScholar

J.　　　Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network OpenScholar or individual customer.

K.　　　Using the Services to disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email.

L.　　　Using the Services to disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious.

M.　　　Using the Services to create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication.

N.　　　Using the Services to 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.

O.　　　Using the Services to interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Institution does not have authorization to access or at a level exceeding Institution's authorization.

P.　　　Using the Services to disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program.

Q.　　　Using the Services to engage in any other activity deemed by OpenScholar to be in conflict with the spirit or intent of this Agreement or any OpenScholar policy.

2.　Reporting of Violations of this Acceptable Use Policy

OpenScholar requests that anyone who believes that there has been a violation of this Acceptable Use Policy contacts us immediately.

3.　Revisions to this Acceptable Use Policy

OpenScholar may revise, amend or modify this Acceptable Use Policy at any time and in any manner.