Regulations on Virtual Hosting Services at Yuan Ze University

Approved at the 1st Administrative Meeting, Academic Year 2021, on June 13, 2022 Revised and approved at the 2nd Administrative Meeting, Academic Year 2022, on June 27, 2023

- I Yuan Ze University ("YZU") is committed to enhancing the usage of our resources, reducing the costs associated with establishing and maintaining information systems, improving service quality and stability, and promoting energy-saving and CO₂ reduction policies. To achieve these goals, we have established a Campus Virtual Hosting Service (the "Service"), which operates based on sustainable operation and user charge. Therefore, we have formulated the "Regulations on Virtual Hosting Services Application and Fee Schedule at Yuan Ze University" (the "Regulations").
- II The Service refers to the cloud-based virtual hosting services provided by the Office of Library and Information Services ("OLIS"), following a request from an applying department.
- III The Service is exclusively for use by YZU's departments and faculty members for research, teaching, and official duties. Usage must be in compliance with the *Cyber Security Management Act*, the Ministry of Education's "Taiwan Academic Network Management Standards," "YZU Network Usage Management Regulations," "YZU Regulations on Server Management," and other relevant laws and regulations.
- IV The Service provides a hardware operating platform, host operating system, firewall, log and data backup services, basic operating system update services, vulnerability patching, network-related settings, and network fault troubleshooting. However, it does not include spare hosts and related system maintenance management. Departments need to back up their data independently. OLIS will provide a non-ISO 27001 standard snapshot backup at most once daily, depending on storage availability. OLIS is not liable for damages resulting from system or device failures or disruptions leading to data errors or damage.
- V To ensure the Service's effectiveness and equipment efficiency, the applying department needs to designate a manager. The manager must complete at least 3 hours of professional training in cybersecurity, server management, personal data protection, or a related field every two years to apply for the Service.
- VI OLIS is not liable for damages resulting from service interruptions due to system or device failures or natural disasters. If planned maintenance of the server room or system is needed, OLIS can temporarily suspend the Service and will notify the applying department seven calendar days in advance. In special emergency situations, this notice period can be waived, and the repair period is included in the rental period.

- VII Adjustments to the department's IP address configuration and resource cluster may be made by OLIS due to security factors, system upgrades, and hardware configuration requirements. The applying department cannot dispute these changes.
- VIII If the applying department experiences any of the following situations, OLIS can suspend the Service and notify the department to make improvements. The Service can be reactivated after improvements are confirmed by OLIS. The improvement period is still included in the rental period. In severe cases or if the notification for improvement is ignored, OLIS has the right to terminate the Service, and the fees paid will not be refunded:
 - 1. Non-compliance with the application and usage purpose.
 - 2. Infection with a virus, intrusion, or implantation of malicious software.
 - 3. Failure to timely update and patch vulnerabilities, especially if not addressed after notification from OLIS.
 - 4. Involvement in network attacks, linking to inappropriate websites, or any other cybersecurity concerns.
 - 5. Sending a large number of spam emails.
 - 6. Illegal distribution of malicious software or infringement of intellectual property rights.
 - 7. Reported cybersecurity incidents by the Ministry of Education.
 - 8. Violation of this Schedule and its related laws and regulations.
 - 9. Loss of contact with the department's manager or failure to address improvement notifications from OLIS.
 - 10. Failure to pay the rental fee.
 - 11. Other behaviors that may affect the normal operation of the network and the Service.
- IX The management and responsible personnel of the applying department are responsible for the content provided for the Service application. Any legal or compensatory responsibilities arising are the responsibility of the applying department. OLIS is not liable.
- X Data related to the Service is used solely for handling related business. As per the Personal Data Protection Act, there is an obligation to keep it confidential. Disclosure to a third party is not permitted, except under the following circumstances:
 - 1. When the party concerned or the superior of the applying department requests to review the application data.
 - 2. In compliance with Article 8 of the Personal Data Protection Act permitting disclosure without notification.
 - 3. In accordance with relevant laws and regulations and formal document inquiries.

- XI The applying department should budget for transaction fees or renovation fees. The department needs to complete the budget transfer before the start of the rental period.
- XII The Service is provided free of charge for systems developed within YZU, with an emphasis on supporting the school's overarching growth and administrative teaching needs (DNS services excluded). OLIS maintains discretionary rights over application approvals. However, if the Service is utilized for individual research or project initiatives, it adopts a user-pays approach. Our basic fee schedule is detailed below, but we are open to discussion for any special requirements.

Plan	Specification	Annual Fee
Plan A	1 Core CPU / 1G RAM / 40G HD	6,000
Plan B	2 Core CPU / 2G RAM / 80G HD	12,000
Plan C	4 Core CPU / 4G RAM / 160G HD	24,000

- If the standard rental plans do not meet the specific needs of an applying department, they can apply for custom services through a special agreement.
 OLIS can handle these cases on a project-by-project basis. However, if the total resources requested exceed what OLIS can reasonably provide, OLIS reserves the right to decline the application.
- XIV The Service is rented out on an academic year basis. As the end of the lease approaches, OLIS will send out a notice. Renewals should be processed within the given timeframe.
- XV To prevent wasting system resources, each department is requested to submit a new application annually. If a department fails to apply, OLIS has the authority to shut down the Service and revoke user access.
- XVI In an effort to bolster cybersecurity, the Service reserves the right to inspect user information, activities, and resources. The Service also may limit user actions to maintain the security of system resources and information. If a department breaches the terms of use of the Service, OLIS has the authority to suspend or terminate its user privileges, and such decisions are final.
- XVII This Schedule is enacted after approval by the Information Services Meeting, and the same process applies for amendments.

[If any controversies or disputes occur regarding clauses of the aforesaid regulations, it shall always refer to its Chinese version.]