English translation, not legally binding

de.NBI *Cloud*
Terms of Use

Datum: 03.04.2019
Version: V 1.2

Table of contents

These Terms of Use should be regarded as gender-neutral. For reasons of simplification, the masculine form is used throughout the text.

These Terms of Use govern the use of the computer systems and electronic services of the de.NBI *Cloud*, hereinafter referred to as the de.NBI *Cloud*.

The de.NBI *Cloud* is an academic cloud federation with the aim to make the computer and storage facilities available to academic users free of charge. This cloud federation is planned, organized and monitored by the German Network for Bioinformatics Infrastructure (de.NBI, see www.denbi.de). The operators of the de.NBI *Cloud* (short: operator) are the individual universities and research institutions that make the de.NBI *Cloud* available at the respective locations. Both the description and the contact details of the operators are stored on the central de.NBI *Cloud* website (see http://www.denbi.de/cloud/).

The Terms of Use are binding for all users, regardless of the terminal from which access is made.

The relevant provisions concerning the information processing and communication infrastructure of the individual de.NBI *Cloud* locations shall remain unaffected and shall take precedence over the provisions agreed here in the event of contradictions.

§ 1 User

Users may be natural persons who are members or members of a German university or research institution in the field of life sciences. In consultation with the operators, other suitable scientists may also be authorised, subject to sufficient resources. The examination of the authorization to use the cloud infrastructure is carried out exclusively by the de.NBI *Cloud* Access Committee (= Cloud-Zugangskomitee, CZK) based on the application of a research project (see 3.1). The CZK is composed of one representative each of de.NBI *cloud* sites and the de.NBI Secretariat (Administration Office, https://www.denbi.de/organisation/administration-office-ao). The use of de.NBI *Cloud* is limited to bioinformatics applications.

§ 2 Availability

The tasks of the operators include in particular the planning, provision, operation, maintenance and servicing of the IT systems assigned to de.NBI *Cloud*. The operators of the de.NBI *Cloud* provide their services within the scope of the personnel, space, financial and equipment available to them at the respective location. No guarantees can be given regarding the availability and accuracy of the de.NBI C*loud* system; in particular, no service level is agreed.

The bandwidth of the network connection used by the user is controlled by the operators at the respective location and can be restricted or interrupted by them. Virtual machines can be stopped or deleted by the respective site operator. These measures shall be implemented only in the following cases:

- to perform necessary updates/upgrades,
- to maintain the secure operation of the de.NBI C*loud* in the event of system overload,
- if there is a reasonable suspicion of a violation of this provision of use.

The use of the de.NBI *Cloud* is free of charge and there are no user rankings.

§ 3 Access and Accounts

(1) Application for access

Access to the de.NBI *Cloud* is via the authentication and authorization infrastructure. Project proposals can only be submitted by a principal investigator (PI) of a German university or research institution. The PI determines the users of his/her project and names them with the respective ELIXIR identifier/account name. If necessary, the PI can add or remove additional users to his/her project during the project period. Access (authentication) is granted via ELIXIR-AAI (see § 4) after the project application has been submitted and the application for access has been approved by the CZK (see https://cloud. denbi.de/czk). CZK assigns the user to the de.NBI *Cloud* operator location to be used.

(2) Termination of access authorization

Access to the de.NBI *Cloud* resources assigned to the project ends at the end of the project period for which the use of the de.NBI *Cloud* was applied for. The project data stored by the user will be deleted by the operator. If a user is assigned to several projects, only the resources for the expired project will be withdrawn. The resources for the ongoing projects will be retained.

A violation of the rules listed in this provision as well as incorrect information during registration will lead to the revocation of the user rights. In case of justified suspicion of a violation of the rules or presumed false statements, user accounts will be blocked by the respective operator until a final clarification is made by CZK. If the suspicion of a breach of the rules or the false statement is confirmed, the user accounts will be permanently blocked.

Every user is obliged to inform the de.NBI *Cloud* Support (see https://cloud.denbi.de/support) unsolicited when he leaves his home institution. If the user no longer fulfills the requirements for access authorization, the account will be blocked by de.NBI *Cloud* Support.

§ 4 Logging

The user agrees that the log and report data collected in the course of the application process for an account may be stored electronically by the operator for system administration purposes. Also recorded are the login data of the users, which are generated when using the system and are necessary for the performance and security of the operation.

CZK and the operator concerned shall only be entitled to inspect these data in the event of justified suspicion of misuse, to ensure proper system operation or to detect and rectify malfunction. A behavioral or performance control of persons is not permitted. If there are actual indications that a user has illegal content available for use or otherwise behaves illegally, CZK and the operators will prevent further use of the de.NBI *Cloud*.

User authentication is carried out via ELIXIR-AAI. Via the associated ELIXIR Perun Identity and Access Management Service, the operators and the CZK have access to the following data collected about the user (user data), which is stored in the de.NBI Portal:

- ELIXIR identifier (opaque identifier) and account name
- name
- email address
- home organization
- affiliation to home organization
- group or project membership
- status of the user (e.g. enabled/disabled)
- de.NBI *Cloud* project information (e.g. project name, project description, project duration, resources consumed, public SSH key)

All login procedures are controlled and logged by the operator. Saved data are:

- ELIXIR Identifier, Account Name and Project Membership
- login times
- status of the user (e.g. enabled/disabled)

- de.NBI *Cloud* project information (e.g. project name, project description, project duration, resources consumed, public SSH key)

After the project has been completed, all user data but

- project information (e.g. project duration, resources consumed) and
- home organization

will be deleted from the de.NBI portal.

§ 5 Rights and obligations of users

Each user must agree to these Terms of Use before accessing the de.NBI *Cloud*. The user informed will about the Terms of Use when registering for the cloud service for the first time; consent will be given by click. The rules is available for inspection at https://cloud.denbi.de/policies.

The user undertakes to work exclusively under his own account.

The user undertakes to observe the restrictions and quotas laid down by de.NBI and the operators even if they are not enforced by the system.

The user undertakes to use the de.NBI *Cloud* exclusively for the scientific purposes described in the project application.

He is obliged to keep his password secret and not to pass it on.

It is expressly forbidden to spy out or attack foreign passwords, the system itself or the systems of third parties.

Security gaps or information about apparently erroneously accessible data that have become known to the user must be reported to the operator immediately.

The user undertakes to regularly read and observe the administrative messages sent to the e-mail address provided when applying for access.

If the user violates the aforementioned obligations, the de.NBI *Cloud* user authorization will be withdrawn by CZK and access will be blocked by the operator.

§ 6 Responsibility and liability

The operators are liable to the users only for compensation of direct damages and only insofar as these are based on intent or gross negligence.

This does not apply to damages which have arisen directly from the violation of essential contractual obligations. Liability for personal injury shall be governed by the legal regulations. Liability for financial losses is excluded.

Each user is responsible for his or her cloud activities within the framework of data processing carried out with his or her own account. He is liable for all disadvantages or damages, which arise for the operators or third parties through abusive or illegal use of the system or account, or through the fact that the user culpably violates these Terms of Use.

The user exempts the operators from all claims if third parties sue the operators for damages or injunctive relief because of an abusive or unlawful behaviour of the user or claim them in any other way.

The PI is responsible for checking the respective ELIXIR identifiers/account names at the time of application. The ELIXIR identifiers/account names must match the identities of the users.

§ 7 Backup of user data

A backup and persistent storage of the data and virtual machines generated and uploaded by the user is not guaranteed, unless specifically agreed between the operator and the user.

§ 8 Security updates

The user is responsible for the use of software with the latest security patches within his provided de.NBI *Cloud* environment. The user is obliged to immediately install security patches on the current instances.

§ 9 Personal data

The user may not store any personal data such as first names, surnames, address information, telephone numbers and e-mail addresses in the de.NBI *Cloud*.

The user is responsible for ensuring the confidentiality of sensitive data processed in the de.NBI *Cloud* in accordance with the applicable data protection and patent guidelines and for complying with civil and criminal law regulations. For personal data the data protection laws of the respective locations, the Federal Republic of Germany as well as the EU General Data Protection Regulation are to be kept. The processing of personal data in the de.NBI *Cloud* is only permitted after verification by the CZK and only in agreement with the respective operator.

§ 10 Project-related data

The de.NBI *Cloud* resources assigned to a project may only be used by the de.NBI *Cloud* user for the processing of project-related data and not for the processing of data unrelated to the project.

§ 11 Licences

When installing or using software and databases within the instances running on the de.NBI *Cloud*, the user is responsible for compliance with corresponding license models (e.g. using the valid version, using the correct product keys); the user also covers any license costs incurring.

§ 12 Reservation of changes

The Central Coordination Unit of de.NBI (http://www.denbi.de/organisation/) reserves the right, in consultation with the operators, to adapt these Terms of Use at any time and without stating reasons. These Terms of Use shall then apply in principle to all uses of the de.NBI *Cloud* made after their entry into force. The user shall be informed of any changes to the provision when logging into the cloud service. If no consent is given, access to the cloud service will be blocked.