English translation of the original German text, not legally binding

de.NBI Cloud
Terms of use

Date: 18.12.2024
Version: V1.3

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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 of optimising the computing and storage options to academic users for scientific applications, the provision of (web) services and the organisation of training courses and workshops free of charge. Use of the de.NBI Cloud is open to all scientific disciplines, subject to sufficient resources. The cloud federation is planned, organised and monitored by the German Network for Bioinformatics Infrastructure

(de.NBI, see https://www.denbi.de). The operators of the de.NBI cloud (in short: operators) 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 can be found on the central de.NBI Cloud website (see https://www.denbi.de/cloud).

The terms of use are binding for all users, regardless of the end devices from which they access the site.

The relevant provisions on the information processing and communication infrastructure of the individual de.NBI cloud locations remain unaffected and, in the event of contradictions, take precedence over the provisions agreed here.

§ 1 User

Users can be natural persons who are members or affiliates of a German university or research institution. When allocating resources, projects and users from the life sciences are prioritised. Authorisation for use is checked exclusively by the de.NBI Cloud Access Committee (= Cloud-Zugangs-Komitee, CZK) based on a research project's application (see 3.1). The CZK is made up of one representative from each of the de.NBI Cloud locations and the de.NBI Administration Office (https://www.denbi.de/organisation/administration-office-ao).

§ 2 Availability

The tasks of the operators include, in particular, the planning, provision, operation, maintenance and care of the IT systems assigned to the de.NBI Cloud. The operators of the de.NBI Cloud provide their services within the scope of the human, spatial, financial and equipment resources available to them at the respective location. No guarantees can be given regarding the availability and faultlessness of the de.NBI Cloud 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 are only taken in the following cases:

- to carry out necessary updates/upgrades,
- to maintain secure operation of the de.NBI cloud in the event of system overload,
- if there is reasonable suspicion of a breach of these terms of use.

Use of the de.NBI cloud is free of charge and there are no user ranks.

§ 3 Access and accounts

(1) Application for access

Access to the de. Cloud takes place via the authentication and authorisation infrastructure Life Science-AAI. Project applications can only be submitted by a Principal Investigator (PI) of a German university or research institution. The PI determines the users of his project and names them with the respective ELIXIR identifier/account name. If necessary, the PI can add or remove additional users from their project during the project period. Access (authentication)

is granted after the project application has been submitted and the application for access has been approved by the Cloud Access Committee (CZK) via Life Science AAI (LS AAI, see § 4). The CZK assigns the de.NBI cloud operator location to be used by the user.

(2) Termination of access authorisation

Access to the de.NBI Cloud resources allocated to the project ends at the end of the term of the project for which use of the de.NBI Cloud was requested. 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 are withdrawn. The resources for the ongoing projects are retained.

Violation of the rules set out in this provision and false information provided during registration will result in the withdrawal of user authorisation. In the event of justified suspicion of a violation of the rules or suspected false information, user accounts will be blocked by the respective operator until final clarification is provided by the CZK. If the suspicion of a breach of the rules or the false information is confirmed, the user accounts will be permanently blocked.

Every user is obliged to inform de.NBI Cloud Support via the contact options on the de.NBI Cloud website (https://cloud.denbi.de/support) unsolicited if they leave their home institution. If the user no longer fulfils the requirements for user authorisation, the account will be blocked by de.NBI Cloud Support.

§ 4 Logging

The user agrees that the log and report data collected when applying for the account may be stored electronically by the operators for the purposes of system administration. The user's login data, which is collected when the system is used and is necessary for the implementation and security of operation, is also recorded.

The CZK and the operator concerned are only authorised to inspect this data in the event of justified suspicion of misuse, to ensure proper system operation or to detect and rectify faults. Monitoring the behaviour or performance of individuals is not permitted. If there are actual indications that a user is providing unlawful content for use or is behaving unlawfully in any other way, the CZK and the operators will prevent further use.

User authentication takes place via the Life Science Login service. Via the associated Life Science RI Perun Identity and Access Management Service for authorisation, 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:

- Life science identifier (opaque identifier), formerly ELIXIR identifier
- Life Science AAI User Account Name
- Name
- E-mail address
- Home organisation
- Affiliation to the home organisation
- 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 used, public SSH key)

All login processes are checked and logged by the operator. The following are saved:

- Life Science-Identifier, Life Science-AAI user 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 used, public SSH key)

After the end of the project, all user data except for

- Project information (e.g. project duration, resources used)
- Home organisation

will be deleted from the de.NBI portal.

§ 5 Rights and obligations of users

The use of the Life Science-AAI service is required to use the de.NBI Cloud. Before accessing the de.NBI Cloud, every user must agree to the Life Science-AAI Terms of Use and the transmission of the user data listed at§ 4 Logging . These terms of use are available for inspection here: https://lifescience-ri.eu/ls-login/privacy-notice-for-life-science-login.html.

Furthermore, every user must agree to this provision before accessing the de.NBI Cloud. The user is made aware of this provision when registering for the cloud service for the first time, and consent is given by clicking on it. The provision can be viewed at https://cloud.denbi.de/policies.

If access to a de.NBI cloud location requires the transfer of the user data listed under §4 to an organisation or operator that does not fall under the scope of the EU General Data Protection Regulation, e.g. the European Molecular Biology Laboratory (EMBL), the user will be informed of this fact when accessing a project hosted at such a location for the first time. The user is also given access to the privacy policy of the corresponding location. The user's explicit consent is also required here for further use. Locations of the de.NBI Cloud are either subject to the provisions of the GDPR or have an equivalent level of data protection. If the user does not wish to operate a project at such a location, they can inform CZK of this when applying for the project.

The user undertakes to work exclusively under his/her own account.

The user undertakes to observe the restrictions and quotas set 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 on or attack other people's passwords, the system itself or the systems of third parties.

Any security gaps or information about apparently erroneously accessible data of which the user becomes aware 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 above obligations, the de.NBI cloud usage authorisation will be withdrawn by CZK and access will be blocked by the operator.

§ 6 Responsibility and liability

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

This does not apply to damages arising directly from the breach of material contractual obligations. Liability for personal injury shall be governed by the statutory provisions. Liability for financial losses is excluded.

Every user is responsible for their cloud activities in the context of data processing that are carried out with their own account. The user shall be liable for all disadvantages or damages incurred by the operators or third parties due to improper or illegal use of the system or account or due to the fact that the user culpably violates these user provisions.

The user shall indemnify the operators against all claims if third parties sue the operators for damages or injunctive relief or assert claims in any other way due to abusive or unlawful behaviour on the part of the user.

The PI is responsible for checking the respective life science identifiers/account names when the application is submitted. The life science identifiers/account names must match the identities of the users.

§ 7 Backup of the user's data

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 using software with the latest security patches within the de.NBI cloud environment provided. The user is obliged to immediately install security patches on the running 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 relevant civil and criminal law regulations. For personal data, the data protection laws of the respective locations, the Federal Republic of Germany and the EU General Data Protection Regulation must be complied with. The processing of personal data in the de.NBI cloud is only permitted after review 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 processing project-related data and not for processing data that is not relevant 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 observing the relevant licence models (e.g. using the valid version, using the correct product keys); the user shall also bear any licence costs incurred.

§ 12 Reservation of right of amendment

The Central Coordination Unit of de.NBI https://www.denbi.de/organisation/) reserves the right, in consultation with the operators, to amend 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 that are made after they come into force. The user shall be informed of the respective changes to the provisions when logging into the cloud service. If consent is not given, access to the cloud service will be blocked.