General Terms of Use for CSC's Services for Research and Education

Effective as of May 23 2022

- 1. Use of the services is intended for Finnish academic research and higher education, unless otherwise agreed in advance
- 2. Research results should be public
- 3. Account management
 - 3.1 Account registration
 - 3.2 Account information
 - 3.3 How and when are Accounts terminated?
- 4. As a User, you are responsible for the use of the Account and Services
- 5. Project management
- 6. Content
 - **6.1 Processing Personal Data in Content**
 - 6.2 Only limited backups are taken and not guaranteed
 - 6.3 How and when is Content deleted?
- 7. Service level declaration and limited warranty
- 8. Changes to these Terms
- 9. General
- 10. Contacting CSC

Thank you for using CSC – IT Center for Science Ltd.'s ("CSC") <u>services for research</u> (the "Services"). By registering a CSC user account ("Account") or using any of the Services referred to in these General Terms of Use ("Terms"), you (the "User") are agreeing to these Terms. Please read them carefully.

For some services, additional terms or requirements may apply. Additional terms are available with the relevant services, and those additional terms become part of your Service Agreement (accepted Terms, accepted <u>Data Processing Agreement</u> and <u>Service Descriptions</u>) with CSC if you use those services. CSC reserves the right to change these Terms.

Definitions for the terminology used in these Terms



CSC – TIETEEN TIETOTEKNIIKAN KESKUS OY

Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001, Y-tunnus 0920632-0, www.csc.fi

CSC – IT CENTER FOR SCIENCE LTD.

- "User" refers to an individual who uses any of the Services referred to in these Terms.
- "Account" refers to a User who has registered a CSC user account.
- "CSC Project" refers to a group of one or more Users who may be granted access to use CSC's computing, data, and cloud resources up to a certain limit. One of such Users acts as the Project Manager of the CSC Project.
- "CSC Project Manager" refers to User who has registered an Account and is responsible for a CSC Project. More detailed information on Project Manager below in the section Project management.
- "CSC Project member" is a User, who has an Account and who has been granted Project membership by the Project Manager.
- User Content ("Content") means the User's data, software, servers, systems, or processes that use or interact with the Services.

1. Use of the services is intended for Finnish academic research and higher education, unless otherwise agreed in advance

The rights to use the Services are granted for academic research and higher education by <u>Finnish universities</u> and <u>universities</u> of <u>applied sciences</u>, and by <u>state research institutes</u>, if not otherwise agreed.

The User can only use the Services for the purposes for which they have been granted. The purpose is agreed when CSC opens an Account or approves applications. The purpose may be further specified in a research plan, objectives, proposal, or other definition of scope.

Use of Services may involve additional license conditions by third parties. For example, manufacturers or external authorities may limit the use of services for research purposes only or based on the nationality or affiliation of Users. In cases where extra license conditions are applied, CSC will make them available to the User.

Users are responsible for making sure that their use of the Services is in compliance with laws, including international law, sanctions and other restrictions, and any applicable regulations and license conditions.

2. Research results should be public

Unless otherwise agreed, research results must be released publicly, preferably for peer review.

The User agrees to cite that the Services have been used to produce the results in publications and presentations. How to cite CSC in a paper.

The User commits to follow good research practices.



CSC - TIETEEN TIETOTEKNIIKAN KESKUS OY

Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001, Y-tunnus 0920632-0, www.csc.fi

CSC – IT CENTER FOR SCIENCE LTD.

3. Account management

To use some of the Services you must <u>apply for an Account as described on the CSC web pages</u>. CSC reserves the right to reject an Account application.

Access to an Account is controlled by credentials, for example username and passwords.

3.1 Account registration

You must use the email address provided by your organization (e.g. university or company) as your primary contact information. Please contact CSC if you do not have an email address provided by your organization.

Users whose home organizations are identity providers in the Haka, Virtu, or other accepted identity federation must have an association between their Account and home organization's identity.

3.2 Account information

CSC maintains a customer register and a customer register information sheet in accordance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and national data protection regulation. The CSC Customer Register Privacy Policy contains a detailed description.

CSC requires User contact details to notify users about changes to these Terms, service interruptions, service information, and other important issues.

Users are responsible for keeping their Account contact details up to date at all times.

CSC is entitled to publish general information about the User and the purpose for which the user rights have been granted. These are: the User's name, organization, science area, project name, description and resource usage. In addition, general information may be visible to other Users, e.g., the Account name, email address, project identifier and last login time. We may transfer your data outside of the EU/EEA only in connection with services provided by third-parties, for example to comply with software license agreements.

3.3 How and when are Accounts terminated?

The Account is valid for one year at a time, starting from the day of admission, unless otherwise agreed. CSC will notify Users well before the expiration date of their Account. The validity of the Account may be continued as long as the Account is needed and the Terms are met, unless otherwise agreed.



CSC – TIETEEN TIETOTEKNIIKAN KESKUS OY Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001,

Y-tunnus 0920632-0, www.csc.fi

The right to use our Services ends when the original purpose is no longer valid or the User has parted from the User's affiliated organization. If the User wants to continue the use of Services when affiliated to a new organization, they must contact CSC in order to verify their eligibility.

CSC will notify the User about their expiring Account via the contact information provided by the User before terminating the Account.

The Account and associated Services can be terminated or suspended by CSC without notice:

- In the event of any unauthorized use of the Services.
- If CSC has a justified reason to suspect that the Services are used contrary to these Terms or Service Descriptions.

You can terminate your Account by giving notice to CSC via the contact information below.

CSC will retain and use general User information (as defined above) as necessary for reporting and statistical purposes, to comply with legal obligations, resolve disputes, and enforce agreements.

4. As a User, you are responsible for the use of the Account and Services

As a User, you are responsible for the use of the Account and Services.

You agree that you will not:

- Share your credentials (e.g. password), leave them for others to see, or neglect any security responsibilities defined in the service description.
- Misuse or abuse any CSC or third-party service or property, including intellectual property such as copyright, or act in violation of any licence terms.
- Misuse or abuse of Content, credentials, or other confidential information.
- Send or transmit harassing, abusive, libellous, obscene, or unsolicited (spam) communications or distribute malicious content.
- Tamper with or deliberately disrupt system resources or network traffic to the Services
- Engage in any activity which is illegal under local, national or international law.
- Attempt to breach or circumvent any administrative or security controls.
- Deliberately interfere with the use of Services by other users or compromise the privacy or security of other users.

Users agree to notify CSC promptly if their Account has been used without permission, if their credentials have been lost or stolen, or if they notice any breach to the Terms.



CSC – TIETEEN TIETOTEKNIIKAN KESKUS OY

Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001, Y-tunnus 0920632-0, www.csc.fi

CSC – IT CENTER FOR SCIENCE LTD.

Users are liable, even after the Account has been terminated, for damage and costs to CSC:

- as a result of intentionally violating these Terms.
- as a result of intentionally violating 3rd party licensing conditions.

5. Project management

You need a CSC Project ("Project") to use some of the Services. Allocation of resources ("Billing Units") is based on Projects. Every Project has a User who is a Project Manager. By default, they are the first member of the Project. See also Prerequisites for a Project Manager.

Unless otherwise agreed, Project is valid for one year at a time, starting from the day of admission. CSC will notify the Project Manager before the expiration date of the Project. The Project Manager can extend the Project, unless otherwise agreed. The Project Manager should close the Project when it is no longer needed. If Project Manager does not extend or close the Project, CSC will close the Project upon its expiration, and Content within Services allocated to the Project will be deleted as described in the section "Content".

Responsibilities of a Project Manager:

- The Project Manager serves as a primary contact person between the Project and CSC.
- The Project Manager must report on the progress of the project and the use of the Services upon CSC's request.
- The Project Manager is entitled to make decisions concerning the Content within the Services of the Project on behalf of the Project members.
- The Project Manager can add members to the Project and remove them and is responsible for keeping the list of Project members up to date at all times.
- The Project Manager is responsible for ensuring that the identity of each user added to the Project is vetted.
- If leaving the Project, the Project Manager is responsible for transferring Project Manager duties to another member of the Project.
- If the Project Manager's Account has been terminated and CSC cannot contact the Project Manager with reasonable effort, CSC may contact the Project members or their organizations to find a new Project Manager. If no new Project Manager is found, the project will be closed.

6. Content

The User is responsible for their Content stored in, or transmitted via, CSC's Services that it complies with all applicable laws and regulations, data policies, and these Terms. If the Content includes sensitive or confidential information, the User is responsible for making sure that the Service used to handle the data complies with the required security.



CSC – TIETEEN TIETOTEKNIIKAN KESKUS OY Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001, Y-tunnus 0920632-0, www.csc.fi

CSC – IT CENTER FOR SCIENCE LTD.

The User gives CSC the right to access Content to secure the accessibility, the quality and the security, which includes, for example, keeping the information on CSC's IT service platform, automated monitoring for intrusion detection, taking backups, copying/moving Content, or reproducing faults. At all times, CSC protects the confidentiality of Content as far as permitted by law.

No ownership rights or intellectual property rights of Content are transferred when using the Services, if not otherwise agreed.

Users are responsible for sharing of their Content, that only they have access to, within a Project, according to the Project's and their own requirements. For example, if a User leaves a Project, they should ensure they transfer the CSC Project's Content to another User of that CSC Project.

6.1 Processing Personal Data in Content

If Content contains personal data (including special categories of data), the User has to ensure that the service intended to process the data is suitable for this kind of data.

In such a case, the User commits to take care of the Data Controller's responsibilities as described in applicable data protection legislation. CSC acts as a Processor of the personal data. When Content contains personal data or special categories of data (i.e. sensitive personal data) the User and CSC will execute the Data Processing Agreement and will execute the description of processing activities. A form for the description of processing activities is located in CSC's Customer portal MyCSC. These together govern such processing activities.

CSC offers an IT service platform according to the Service Descriptions and these Terms of Use for the Users to process their Content on their own account. CSC implements and maintains the measures required by the security of the processing according to the service descriptions and the certified security system.

6.2 Only limited backups are taken and not guaranteed

CSC takes backup copies of some Content. This is defined in the relevant service description. However, CSC gives no guarantee for restoring any Content and declines any liability for files lost for any reason if not otherwise agreed.

CSC recommends that Users maintain an up-to-date copy of their content by other means if they cannot afford to lose it.

6.3 How and when is Content deleted?

Unless otherwise agreed, Content will be deleted 90 days after Account termination or Project closure, after which it cannot be retrieved. The User is responsible for transferring or



CSC – TIETEEN TIETOTEKNIIKAN KESKUS OY

Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001, Y-tunnus 0920632-0, www.csc.fi

CSC – IT CENTER FOR SCIENCE LTD.

deleting Content, before the Account is terminated and / or the Project is closed. CSC will make a reasonable effort to notify the User before deleting Content.

Upon request from the User or the Project Manager, CSC will make a reasonable effort to enable Users to retrieve their Content before it is deleted. Copies of Content may remain temporarily on Backup Storage, but access will be strictly restricted.

7. Service level declaration and limited warranty

Use of the Services is at the User's own risk, and CSC is not liable for any loss or injury. This also includes loss or injury caused by possible erroneous results. CSC does not give any warranty or representation as to the availability, error- or interruption-free operation, or suitability for any purposes (general or particular) of the Service. CSC also does not give any warranty that communications to or from the Service is completely secure. CSC expressly disclaims any such express or implied warranties. However, CSC aims to follow IT industry best practice service management and security measures.

CSC reserves the right to modify or terminate any Service at any time.

8. Changes to these Terms

CSC reserves the right to change these Terms from time to time by notifying the User at least two weeks in advance of the amendment becoming effective. If the User continues to use the Services after the stated effective date of the amended Terms, the User is deemed to have accepted the amendment.

9. General

These Terms of Use may be published in several languages. In case of discrepancy the English language version shall prevail.

These Terms are governed by Finnish law. The District Court of Helsinki will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these Terms or the User's use of the Services, unless otherwise has been agreed (in, e.g. an agreement with the User's home organization).

10. Contacting CSC

To contact CSC, email servicedesk@csc.fi or call +358 9 457 2821.

Users are also welcome to give feedback about these Terms or any other aspect of our Services.



CSC – TIETEEN TIETOTEKNIIKAN KESKUS OY Keilaranta 14, PL 405, 02101 Espoo, puh. 09 457 2001,

Y-tunnus 0920632-0, www.csc.fi