

## **Terms and Conditions of Access – Industrial Clients**

Please read these Terms and Conditions. By clicking the “Submit” button you are agreeing to abide by the ARCHIE-WeSt Terms and Conditions.

The main scope of ARCHIE-WeSt is to provide computational resources for academic and industrial users. The resources should be used ethically and in accordance with the law.

ARCHIE-WeSt is a not-for-profit shared facility jointly funded by the University of Strathclyde. It is hosted and managed by the University of Strathclyde – accordingly, when we refer to “we”, “us” etc, we are referring to the University of Strathclyde acting in this capacity. When we refer to a “User”, we are referring to a user (ie the business) to whom we have granted access to ARCHIE-WeSt.

These Terms and Conditions apply to industrial users only.

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### **A. General**

1. Applications for access to ARCHIE-WeSt must be made via the ARCHIE-WeSt website. Each such application must describe the project in respect of which access is sought (“the project”) and the User’s staff who will be accessing and using ARCHIE-WeSt.
2. Access to ARCHIE-WeSt is free up to 500 core-hours. Thereafter, the User is required to pay in advance for the resources which are required. If the purchased resources are not used during the project we will not be able to make any refund at the end of the project. More resource can be purchased for the project at any time during the life of the project.
3. If the User exceeds the purchased allocation, the User will be permitted to run the project to completion if the resources required remains within 10% of the purchased allocation and the User will be invoiced for the additional resource. If the resource required to run the project to completion is expected to exceed 10% of the purchased resource then the User will be required to purchase additional resource, otherwise any jobs/work which are in progress will be terminated and user accounts will be locked until all accounts are paid in full.
4. It is the User's responsibility to ensure that all computational tasks (“jobs”), and data which are submitted to ARCHIE WeSt, are accurate and meet the User’s requirements. ARCHIE WeSt has no responsibility whatsoever for any jobs or data which are submitted to it by a User. If any job is submitted by mistake, is incomplete, inaccurate or unsuitable, or uses incorrect starting data, the time wasted for such calculations will not be refunded.
5. When requesting access to ARCHIE-WeSt, the applicant should specify the number of core-hours and the disk space required.
6. The User is responsible (i) for ensuring that each member of its staff who accesses and uses ARCHIE WeSt has a legitimate need to do so for the purposes of the project, and (ii) for the acts and omissions of such staff members when accessing and using ARCHIE WeSt.
7. To protect the service, in the case of a User or a member of its staff breaching these Terms and Conditions or if we have reasonable grounds to suspect that these Terms and Conditions have been breached by a User or a member of its staff, we reserve the right to suspend the User's access to the account, halt execution of any program, to close the account and/or to inform the User accordingly. In such circumstances any money paid for the resources will not be refunded.
8. The University will make no claim with respect to Intellectual Property for any jobs run on ARCHIE-WeSt by fee-paying industrial clients.

### **B. Obligations of ARCHIE-WeSt**

1. We will endeavour to maintain the hardware running 24 hours a day and at its optimum capacity, subject of course to unexpected failures, power cuts or other matters out with our control, scheduled downtime or emergency maintenance. In the case of unexpected failures, power cuts or other matters out with our control, we will try to restore the system as soon as possible.
2. We will endeavour to provide a priority service to industrial users whereby we will place jobs from

industrial clients at the top of the scheduler queue. Where more than one industrial client submits jobs at the same time, the jobs will be placed in the scheduler queue in a first come, first served basis.

3. In the case of essential scheduled maintenance work or system upgrades we will endeavour to inform Users at least 2 weeks in advance, however we reserve the right to take the system down at short or no notice for emergency maintenance, should we consider it necessary.
4. We will endeavour to take reasonable steps to protect Users' data from being lost or corrupted and to protect Users' privacy and intellectual property rights.
5. We will endeavour to help the User with installation of open-source software required for the project. Nevertheless, the User should be aware that some particular software packages cannot be installed on ARCHIE-WeSt due to its internal limitations. The same applies to licensed software.
6. We reserve the right to require the removal of any software (whether open source, licensed or otherwise) from ARCHIE-WeSt where we (in our sole discretion) consider that:- (i) such software is causing or may cause damage or disruption to ARCHIE-WeSt or is having or may have an adverse effect on ARCHIE-WeSt and/or its performance, or (ii) the removal of such software is appropriate in the circumstances.
7. We will endeavour to provide a reasonable level of basic training and support for using the ARCHIE-WeSt High Performance Computer and its associated installed software.
8. We will endeavour to respond to any complaints and suggestions about the service in a reasonable and timely manner.
9. We are not responsible for the accuracy and stability of any software package used on ARCHIE-WeSt nor for errors produced by incorrect usage of the software.
10. Subject to clause B.7 above, we are not obliged to provide support in using software – any such support will be provided at an additional charge.
11. We are not responsible for, and have no obligations in respect of, solving users' scientific problems or interpreting the results obtained by using ARCHIE-WeSt.

### **C. Obligations of the ARCHIE-WeSt Users**

1. The User shall (and shall ensure that its members of staff shall):-
  - a. Only use ARCHIE-WeSt for the project and purposes for which the User was given access, as specified in the User's application.
  - b. Not under any circumstances use ARCHIE-WeSt for any private activity. Furthermore, private files should not be stored on ARCHIE-WeSt. For the avoidance of doubt, private activity and private files means any activity or file which does not directly relate to the project and purposes for which the User was given access to ARCHIE-WeSt. ARCHIE-WeSt must not under any circumstances be used for any personal communication e.g. email.
  - c. Not disrupt, interrupt or interfere with the working of ARCHIE-WeSt in any way.
  - d. Not under any circumstances interfere with any other Users' work, corrupt their data or invade their privacy.
  - e. Not under any circumstances infringe copyright or other intellectual property rights of any User of ARCHIE-WeSt or of any third party, or take data from any database or dataset without the explicit of its owner.
  - f. Not use another person's account(s).
  - g. Keep User account passwords confidential - it is the User's responsibility to ensure this.
  - h. Not use ARCHIE-WeSt for the purposes of, or as a means of facilitating, voice, email or text communications with another party.
  - i. Not misuse the Internet from ARCHIE, for example by sending spam or malicious software, by accessing web based email, by pretending to be someone else, or by doing anything that

might hinder or prevent someone else from using the Internet legitimately.

- j. Not use ARCHIE WeSt for illegal or immoral purposes (as to which we shall be the sole judge). By way of illustration, but without limitation, we consider the following to be illegal or immoral: theft, fraud, drug-trafficking, money-laundering, terrorism, pornography, violence, cruelty, incitement to racial hatred, prostitution, paedophilia, or for offensive, obscene, abusive, menacing, defamatory or insulting behaviour.

- 2. The User is responsible for the acts and omissions of its members of staff when using the service. ARCHIE WeSt is not responsible if the User or any member of its staff breaks the law. Users should be aware that if we have reasonable grounds to suspect that a User or any member of its staff is engaged in a criminal activity, the matter will be reported to the appropriate authorities.

**D. Responsibilities of the user**

- 1. The User is responsible for preparing input files, running jobs, collecting results and transferring data between ARCHIE-WeSt and their personal computer(s).
- 2. While the User's data is automatically backed up for disaster recovery purposes, ARCHIE-WeSt does not provide long-term storage or archiving: it is the responsibility of the User to ensure that all necessary data is copied to the User's own storage, or alternative storage to which the User has access.
- 3. The User is responsible for the appropriate use of software and hardware according to the project specification.
- 4. The User is responsible for the use of any software and for obtaining appropriate licences if valid software licenses are not already available on the system.
- 5. Prior to installing any licensed software on ARCHIE-WeSt, the User must notify us of the software in question and provide us with proof of licensing. In the case of licensed software, the installation and the accessibility of the software will depend on the package: in some cases the licences of individual Users might be sufficient to run the software on ARCHIE-WeSt. In general, installation and the access of the software will depend on the details of particular licence and whether or not installation is permitted by the licence given by the software provider.
- 6. If the software required by the User requires ARCHIE-WeSt to purchase separate licences, the costs of such licences will be met by the User. ARCHIE-WeSt reserves the right to require that the User pays any such costs to ARCHIE-WeSt in advance of it acquiring the licences in question on the User's behalf.
- 7. When accessing and using ARCHIE-WeSt, the User is responsible for complying with, and ensuring that its members of staff comply with (i) these Terms and Conditions, (ii) the Code of Conduct (as set out in Appendix B) and (iii) the law of Scotland.
- 8. The User is responsible for ensuring that the scheduling of its work takes into account any downtime for scheduled maintenance. The ARCHIE support team reserves the right to terminate any jobs as necessary in order to power the system down for scheduled maintenance.

**E. Charges**

- 1. The User must pay in advance for the time allocated to it by ARCHIE-WeSt.
- 2. There is a minimum purchase of £1K (ex VAT) of time per project.
- 3. Charges are calculated per Allocation Unit of CPU time, defined as 1 core-hour on an ARCHIE standard compute node i.e. 1 core-hour of the Intel Xeon 6138 2.0GHz CPU (Turbo disabled).
- 4. The standard price per Allocation Unit is as described in Appendix A.
- 5. Different parts of the service will be charged at different multiples of the Allocation Unit to reflect the differing levels of performance or available resource. These are:

Service Element	AU multiplier
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Standard node	1.0
High memory node	1.5
GPU node	16.0

6. There is a monthly charge for data storage as outlined in Appendix A.2.
7. Users will be allowed to temporarily exceed their quota for up to 21 days via a soft-quota mechanism. Should a user fail to remove data and return to being under quota, or fail to arrange a higher quota under E.6 above, they will be charged at double the rate described in E.6.
8. Users are entitled to ARCHIE-WeSt's user support, as described in clauses B.7 and B.10, on a pro-rata basis as outlined in Appendix A.3.

#### **F. Limitations, guarantees and refunds**

1. The service is provided "as is" and we give no guarantee or warranty whatsoever as to availability, performance or reliability.
2. We cannot guarantee that calculations will be completed before any given deadline, or that all calculations will be completed.
3. We cannot be held responsible or liable where ARCHIE-WeSt is either unavailable or its performance is impaired due to some matter or factor which is out with our control, or for the implications or consequences (including, without limitation, lost or corrupted data) of ARCHIE-WeSt being or becoming unavailable or its performance being impaired. If the User's data is lost or corrupted as a direct result of a matter or factor which is out with our control, we will endeavour to provide the User with assistance in seeking to recover or reproduce such data (whether by providing access to backed up data or assisting with rescheduling) provided that such assistance does not involve us incurring significant time or cost. If the system remains unavailable for a substantial period, we will refund money (calculated on a pro rata basis) for any unused resource.
4. We do not undertake to provide long-term data storage. It is the responsibility of the User to ensure that all necessary data is copied to User's local desktop or storage facility within 1 month of the end of a project.
5. We cannot guarantee that any information or advice provided is accurate, complete and/or useful. The User is responsible for using any advice and information and for ensuring that it is appropriate for its purposes.
6. In the case of any hardware problems we will endeavour to e-mail affected Users as soon as is reasonably practicable following detection of the problem. We will not restart by default any affected jobs.
7. If we are not able to provide resources purchased by the User we will refund the money paid in respect of those resources.
8. If, within 14 days of the project starting date, the User gives us notice (in writing) that they no longer require the purchased resources, we will refund any sums paid to us in respect of those resources.
9. We reserve the right to make changes to the service and make reasonable changes to these Terms and Conditions, in each case at our discretion; once we have posted these changes on our website, the new version will then apply to all Users from that date.
10. Our liability to the User shall be subject to the following:-
  - (a) Subject to (b) and (c) below, our liability to a User shall be limited to, and shall under no circumstances exceed, the sums which the User has paid to us in connection with the project;
  - (b) We shall not be liable to the User, whether in delict (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for any loss of profit, loss of contracts, loss of goodwill, loss of business, loss of business opportunity, or any special, indirect or

consequential loss or damage suffered or incurred by the User; and

- (c) Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation.

**G. Data protection**

1. The ARCHIE-WeSt support team will have the right to access User's files (cf C.2) in order to (i) filter viruses and otherwise ensure the security and integrity of the ARCHIE-WeSt system, (ii) verify compliance with these Terms and Conditions, and (iii) check User activity where there is a reasonable suspicion that these Terms and Conditions may have been breached. Any such accessing will be on a reasonable and proportionate level and will be carried out by the HPC Manager or the HPC System Administrator with the express authorisation of the Director of the ARCHIE-WeSt support team.
2. Where the User's files contain confidential information, the User shall notify the ARCHIE-WeSt support team accordingly and the parties shall endeavour to agree specific procedures (balancing the legitimate needs of the respective parties) which will apply to that confidential information. In the event that such procedures cannot be agreed, the confidential information should be removed from ARCHIE-WeSt.
3. In the case where there is a reasonable suspicion of a User or a member of the User's staff engaging in illegal activity, the ARCHIE-WeSt support team will give access to User data to the authorities, as and when required by law.

**H. Governing Law**

These Terms and Conditions shall be governed by and interpreted in accordance with Scots law, and the Scottish courts shall have the exclusive jurisdiction in respect of any and all disputes.

## Appendix A: Charges

1. The standard price per Allocation Unit is £0.05 for Industrial users. VAT will be charged at the usual rates as appropriate. Discounts may be offered for high volume purchases (> 100K core-hours).
2. There is a monthly charge for data storage of £25 per 500GB for every part 500GB used.
3. The standard level of basic User support, as detailed in clauses B.7 and B.10, is one-hour of support for every £1K of purchased Allocation Units.
4. Additional User support, including more specialist software training, can be purchased upon negotiation with ARCHIE-WeSt staff.

## Appendix B: Code of Conduct

By accepting the Terms and Conditions the user accepts this Code of Conduct. The service is shared by numerous people and projects and it is essential for us to ensure that all users will be keen to cooperate with other users, give assistance to each other where possible and create a supportive community of ARCHIE-WeSt users. The code of conduct is a set of rules of etiquette ensuring the user is not being a nuisance to colleagues in other projects or interfering with the smooth running of the system. With all users following the code of conduct, we can be sure that the system runs as efficiently as possible under the given circumstances.

1. This is a shared service and you should respect other users' needs.
2. In the case of software problems please read the documentation given by the software provider.
3. Users must not overload the job queues. There is no automatic control on number of jobs launched by one user but a user will not be able to run on more than 400 cores at any one time. In the case of projects requiring running a very large number of calculations please contact the ARCHIE-WeSt support team.
4. Parallel jobs will be limited to 400 cores by default. If you need to run a larger job, contact the support team. In such cases we may refer you to another facility.
5. Keep an eye on disk usage. User's storage requirements will be managed using a combination of hard and soft quota limits. If you exceed your hard-quota limit (which is double the soft-quota limit) your calculations will terminate and we will not refund the time wasted in such a way. You will be charged according to section E.7 if you remain above your soft quota limit after 21 days. Copy your data to your local computers as often as necessary in order to remain within your quota.
6. In the case of long calculations please use checkpoints (restarts) frequently. It will help you to avoid frustration in the case of unexpected problems like power cuts and losing huge amount of data and CPU time. Normally, we will not refund resource allocation if you need to repeat calculations from the very beginning because you did not use checkpoints when it was possible for you to do so.
7. Do not run CPU intensive jobs on the login nodes. While it is acceptable to compile, or run very short preparatory processes on the login nodes, any job which begins to require a significant amount of CPU time or RAM should be run on one of the queues. The ARCHIE Support Team reserves the right to terminate any inappropriate jobs running on the login nodes.
8. We do not plan to administer the service with a heavy hand. In our experience, when users become aware that what they are doing is causing problems to others, they are anxious to change this. If necessary, we will hold jobs, or terminate them, in order to keep the system as a whole operating smoothly.
9. The Code of Conduct will change as the service evolves.