

# GENERAL TERMS AND CONDITIONS FOR USERS OF THE CLIMB-BIG-DATA INFRASTRUCTURE

Version 2.1: Valid from August 1, 2023

These terms and conditions govern the use of the CLIMB-BIG-DATA cloud-computing infrastructure. By using CLIMB-BIG-DATA, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you may not use CLIMB-BIG-DATA.

#### **CROSS-INSTITUTIONAL RESPONSIBILITIES**

By using CLIMB-BIG-DATA, you are using computational resources under the responsibility of your own employer (the hardware and network used to log on) and systems hosted by our partner institutions. Therefore, you are bound by the acceptable use, security, and data management policies of all the institutions involved in this process. You may not use CLIMB-BIG-DATA for any purpose that is not permitted by your own institutional policies.

#### **LICENSES**

CLIMB-BIG-DATA grants licenses for access to two kinds of users:

- Primary users, who are those with salaried positions in UK academic institutions, government agencies, or healthcare systems who have the status of independent researchers and/or team leaders. These users must hold a ".ac.uk," ".gov.uk," or ".nhs.uk" email account.
- Secondary users are those working under the direction of primary users who include students, post-doctoral researchers, and overseas collaborators. Researchers without the relevant email credentials can use CLIMB-BIG-DATA as secondary users, but only if working in collaboration with an accredited primary user, who remains responsible for them.

Users in industry should contact us to discuss terms and conditions for industrial users.

Licenses for free accounts must be renewed every three months. Paying users will be given a licence to use CLIMB-BIG-DATA resources and the licence duration will be specified in the quotation.

If a primary user neglects to renew their license, their account will be suspended at the end of the existing license and will be terminated if the license has not been renewed within the ensuing three months. CLIMB-BIG-DATA takes no responsibility for any data loss or other adverse consequences of a user's failure to renew their license.

# **PRIMARY USERS**

Primary users must:



- Register for research group accounts at https://bryn.climb.ac.uk and nominate secondary
  users from their own groups to be given access to Jupyter Notebooks and any other
  resources on the system.
- Take responsibility for the behaviour of secondary users they have nominated.
- Ensure that all the resources that are no longer in use are shelved (in case of Virtual Machines) and/or terminated.
- Agree that the CLIMB-BIG-DATA management team can hold contact details for themselves and associated secondary users.
- Renew their license for access to CLIMB-BIG-DATA every three months.
- Keep the CLIMB-BIG-DATA management team updated with contact details for themselves and associated secondary users.
- Inform the CLIMB-BIG-DATA management team should they cease to be eligible to be primary users (e.g., through retirement or a move to a post in industry or overseas).
- Remove secondary users from the Bryn interface or inform the CLIMB-BIG-DATA
  management team whenever secondary users leave their teams and lose access to the
  resources (e.g., when post-docs switch jobs or PhD students complete their thesis).

## PROVISION OF CLOUD COMPUTING RESEARCH ENVIRONMENT

We have divided our portfolio of cloud computing research environments into four different types of service: traditional Virtual Machines; more flexible JupyterHub Notebooks, High Memory Nodes and Graphic Processing Units. We also provide conditions for data storage.

Terms and costs of these services will be evaluated on a case-by-case basis prior to the invoicing. Longer access periods can be agreed on a case-by-case basis.

# 1. Virtual Machines (VMs)

Virtual Machines are available only to paying users. Paying users will be able to access the number of virtual vCPUs and RAM stated in the quotation for the time specified in the quotation.

Access to VMs can be purchased for periods of 1 week to 3 months.

# 2. Jupyter Notebooks

Free account users will be granted access to a total of 14 vCPUs per team. Within this allocation, each team can utilise 8 vCPUs to launch a Jupyter Notebook. Please note that running a single Jupyter Notebook will consume 8 vCPUs. The remaining 6 vCPUs can be utilised for NextFlow.

Paying users will receive access to a variable number of Notebooks with bespoke features, as specified in the quotation.

Access to Jupyter Notebooks can be purchased for periods of 1 to 12 months.

# 3. High Memory Machines

High memory machines are available only to paying users. Access to high memory machine can be purchased for periods of 1 to 3 months.

#### 4 GPIIs

GPUs are available only to paying users who will receive full access to one whole A100 GPU. Access to GPUs can be purchased for periods of 1 week to 1 month.

#### 5. Storage

One terabyte of Shared Team storage and one terabyte of S3 Object Storage are included in the free accounts. Although it is not possible to purchase storage on its own, purchase of



extra storage (should the users need more than 1TB of S3 object storage) is available to customers who purchase computing capacity. Extra storage can only be purchased for the duration of the licence agreed for the cloud computing resources. When the licence for the cloud computing resources expires, storage will also expire.

### **VALIDITY OF QUOTATIONS**

Any quotation received from the CLIMB-BIG-DATA team is valid from its date of issue until the 60th calendar day thereafter. Upon expiry of the period, unless CLIMB-BIG-DATA receives formal acceptance from the Customer, the Offer will be considered expired.

If the Customer is buying a credit for Cloud Computing Resources, the credit must be spent within 12 months from the date stated as "project start date" in the quotation. After this period, any residual credit will be deleted and no refunds will be made. If an extended period is required, it must be agreed beforehand.

#### **SECURITY**

The CLIMB-BIG-DATA system provides users with high-level access to computational resources that are of interest to criminals. We have had several security breaches on account of irresponsible use of weak passwords. For this reason, access to accounts should be via SSH keys, not passwords.

Password Security: Do not use passwords unless strictly necessary (e.g. for website applications). Always ensure that the password is strong, kept confidential, and changed regularly, especially if you suspect it might have been compromised. Sharing passwords outside of your own research group is strictly prohibited. Should we find users accessing virtual machines via passwords rather than SSH keys, we reserve the right to terminate the VM without notice.

## **DATA LOSS**

Our system is designed for resilience and to survive events that may result in data loss. However, we do not guarantee the maintenance of your data and we assume no responsibility for any loss of data or its consequences. We do not backup your data and it is your responsibility to ensure that your data is backed up elsewhere.

CLIMB-BIG-DATA is designed to provide users with computing capacity, not with data storage. Users can store data on CLIMB-BIG-DATA for the duration of their licence. At the end of the licence period, any data that the users saved on CLIMB-BIG-DATA will be retained for **three months**, **starting from the licence expiry date**. After this period, data will be deleted without notification. Once this three-month period has passed, we cannot meet any requests to recover data.

# **ACCEPTABLE USE**

CLIMB-BIG-DATA is a system designed and funded to support microbiology research and public health. If your proposed activities fall outside of this remit, you should refrain from using CLIMB-BIG-DATA without seeking consent from the management team. Activities that are strictly unacceptable on CLIMB-BIG-DATA include, but are not limited to, hacking, hosting illicit or illegal media, and bitcoin



mining. If such activities are detected, we will contact the police and/or employers to initiate legal or disciplinary proceedings.

#### **CLINICAL DATA**

Storing patient identifiable data on the system is strictly prohibited. We cannot guarantee that our security is rigorous enough to store patient data. If you disregard this information and store patient identifiable data on the system, you are in breach of the terms of use of the system and any adverse consequences are solely your responsibility.

#### **USER SUPPORT**

CLIMB-BIG-DATA does not have a helpdesk. Instead, paying users can open tickets about any problems, or technical questions, via Bryn (the option to open a ticket is located at the bottom left of the Bryn interface) or send an email to <a href="mailtosupport@climb.ac.uk">support@climb.ac.uk</a>.

If users want to view user documentation and tutorials, these are available on <a href="https://docs.climb.ac.uk">https://docs.climb.ac.uk</a>.

CLIMB-BIG-DATA also has a community forum (<a href="https://discourse.climb.ac.uk">https://discourse.climb.ac.uk</a>): the community forum is not monitored by the CLIMB-BIG-DATA team. It is a space for users to share pipelines, data, experiences etc. with the UK microbiology community and to seek and provide help from other CLIMB-BIG-DATA users.

By using any of these tools, users agree not to make posts that are irrelevant to the CLIMB-BIG-DATA project or engage in defamatory or offensive language.

#### **SANCTIONS**

Minor breaches of these policies will result in a warning, provided users accept responsibility for preventing recurrences. Where the breach is significant, or the behaviour is deemed reckless, we reserve the right to ban a user and their group temporarily or permanently and to make a complaint to the user's line manager. CLIMB-BIG-DATA assumes no responsibility for any damage (financial or reputational) caused by sanctions invoked because of failure to comply with the policies outlined above.

If you have any queries regarding the CLIMB-BIG-DATA system, please contact us at <u>Climb-big-data@quadram.ac.uk</u>