

ISAIC CLOUD Environment Terms of Service

ISAIC operates as a unit within the University of Alberta and as such ensures compliance with all applicable University of Alberta policies and procedures. All ISAIC employees and contractors are required to read and understand those applicable policies, along with this policy detailed below.

Cloud computing allows users to conveniently access applications and computing infrastructure assets such as network-accessible data processing.

The Industry Sandbox & Artificial Intelligence Computing (ISAIC) is an AI sandbox and community hub committed to being a conscientious cloud operator. These Terms of Service reflect the way the ISAIC works, the laws that apply to our organization, and certain things we believe to be true. As a result, these Terms of Service help define the relationship with our users who interact with our services. To support us in preserving the value and ease of use of the ISAIC's cloud services, users agree to be bound by the terms of this Terms of Service ("ToS").

The Terms of Service for the virtual machine (VM), on demand, and/or scheduled, and/or other virtual environments of the Industry Sandbox & Artificial Intelligence Computing (ISAIC) at the University of Alberta are collectively referred to as "cloud." Terms tenant, user and client are used interchangeably to refer to the party accessing the ISAIC services or programs. See full terms of service pages 2-8.

Highlights

- Cloud service is provided on a best effort basis.
- Tenants are solely responsible for ensuring they have copied all of their relevant data. ISAIC does not maintain any backup of tenant data.
- The user retains all intellectual property that the user develops in the ISAIC cloud environment.
- Failure to adhere to the terms can lead to immediate termination of access.

Intent

- The ISAIC is intended for applied training, development, optimization and scalability testing of models with tech transfer or commercial intent; if your use case does not fall into this category, your access may be removed.

Use

- As a government and university funded resource, the ISAIC has a mandate and various obligations for reporting. As such, we retain the right to inquire about your use-case, while being considerate of any intellectual property. Reported metrics to funders and stakeholders is reported in aggregate form.
- ISAIC monitors user activity levels and has the right to terminate idle accounts. As a collective resource the ISAIC reserves the right to allocate and manage utilization and assignments.
- The user is responsible for monitoring the email address the user provided for communication about the ISAIC
 - if no response is received after a reasonable amount of time, ISAIC has the right to proceed with maintenance that may affect the tenant's access, compute and/or terminate your account.
- Each unique user is only permitted one account; using multiple email accounts, IDs or group associations to create accounts is not permitted.

Acknowledgement

- When presenting or publishing results from work conducted using ISAIC, clients must give appropriate credit to ISAIC for providing cloud resources (pitch decks, website, etc).

Waiver of Liability

- ISAIC shall in no event be held liable for any direct, indirect, incidental, or consequential damages however caused by the use of this service

Cloud Usage Agreement - Terms of Service

ISAIC CLOUD TERMS OF SERVICE

The following Terms of Service (the “ToS”) is effective upon sharing the SSH key to create the virtual machine environment,

BETWEEN: **ISAIC** (the “service provider, Industry Sandbox & AI Computing”), a not-for-profit entity existing under the laws of Alberta, Canada, with its location at:

University of Alberta
W1-060 ECERF Building
116 Street & 85 Avenue
Edmonton, AB T6G 2R3

AND: (the “User, Tenant, Client”), a corporation existing under the laws of Canada.

THE AGREEMENT

Your use of ISAIC’s Cloud (“CLOUD”) service is governed by these Cloud Terms of Service. When we use the term "Agreement" in any of the Terms of Service or Policy, we are referring collectively to all of them, including any product specific terms that apply to the Services. You acknowledge that your electronic assent, by email, digital signature, or click on the acknowledgement button constitutes your acceptance to the Agreement. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity to this Agreement.

In consideration of the mutual agreements and acknowledgements contained in this document, the parties (collectively referring to the ISAIC and the User) agree as follows:

1. TERM OF AGREEMENT

- a. This Agreement takes effect when the User gives electronic or signature assent as presented with these terms.
- b. The User represents to ISAIC that they are lawfully able to enter into an agreement, whether as an individual or, if on behalf of an entity they represent, with the legal authority to bind the User to this Agreement.
- c. So long as the User is in compliance with the terms of this Agreement and acceptable, lawful use and intent, the User shall have access to the CLOUD beginning from the

creation of the user account by ISAIC to the duration agreed in the quote or subsequently extended or shortened in writing.

- d. ISAIC will determine and enforce the set of resources the User has access to, including, but not limited to, GPU, CPU, memory, public IP addresses, and storage space.
- e. Should a User create multiple user accounts using different email addresses, key or IDs belonging to the same User, ISAIC may deem this agreement void and terminate all the User's accounts without prior notice and according to ISAIC's sole discretion.
- f. **Service Agreement Changes.** The ISAIC reserves the right to change the terms of the service agreement at any time, and to change pricing with limited advanced notice (30 days). Notice will be given by the ISAIC either by posting the change to a Web site or through an email directed to an email address provided by the user, to all active tenant accounts. It remains the User's responsibility to periodically check the Web site for changes. For inactive or renewed User Accounts, it remains the User's responsibility to check for updates or changes to the service agreement upon renewing or reopening an account. Changes may take effect immediately or after a delay of several weeks. For changes that affect an individual User's account, notice may be delivered via email or a delivery service.
- g. **Timely Payments.** The User agrees to provide timely payments as defined in their stipulated agreement with the ISAIC. Failure to pay, after a grace period, usually subjects a User to suspension or termination "for cause" which can result in loss of user data. Please see section 3. TERMS OF USE - b. iii. for more details on loss of user data.

2. ACCESS TO THE CLOUD

- a. The User acknowledges that misuse of the CLOUD or violation of the AUP can lead to temporary or permanent disabling or termination of accounts and administrative or legal actions.
- b. The User is responsible for the installation, operation, maintenance and all costs related to the User's equipment or software at the User's premises that may be required to use the ISAIC CLOUD services.
- c. Users shall notify ISAIC immediately if they become aware that:
 - i. the account they use to access the CLOUD has been compromised;
 - ii. their CLOUD password has been compromised;
 - iii. any computer or hardware owned by the User used to access the CLOUD has been compromised;
 - iv. any misuse, abuse or criminal activities occur in relation to the CLOUD;
 - v. they become aware of any violation of this policy;

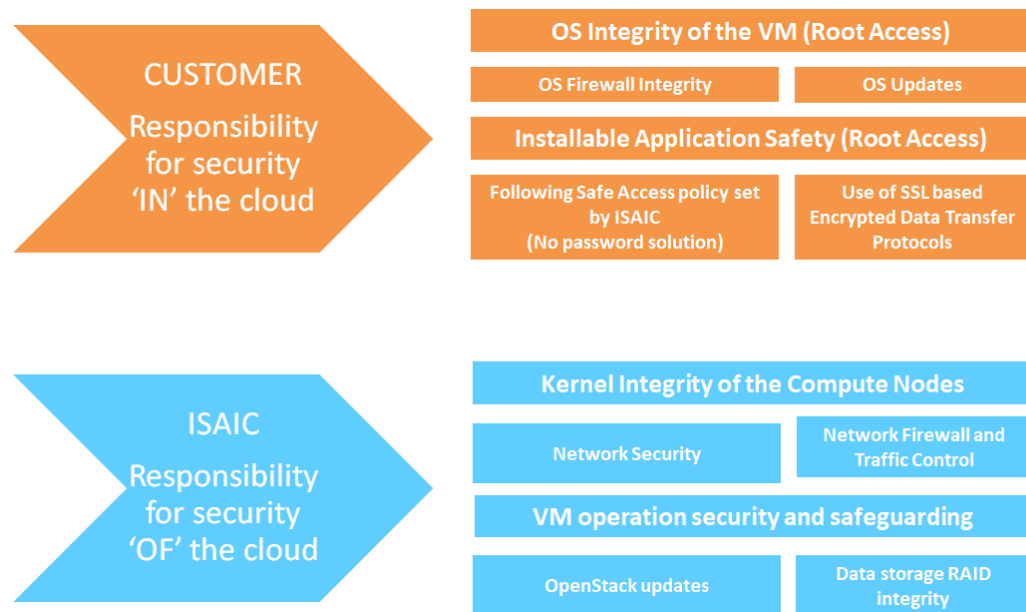
- vi. there are any changes in their contact information.
- d. The CLOUD is intended for research, development, and scalability testing of applications with tech transfer or commercial intent. Special use cases may be accommodated that fall outside this scope according to the sole discretion of ISAIC. The User understands that not providing ISAIC information about their use-case upon ISAIC's request can lead to temporary or permanent disabling of the User's account.

3. TERMS OF USE

- a. The User acknowledges and agrees that they are using the CLOUD on an "as is" basis and that the CLOUD will be maintained by ISAIC on a "best effort" basis. The User further acknowledges and agrees that ISAIC makes no backups of user data and makes no warranties as to the safety of data or proprietary information on the CLOUD and that ISAIC will not be held liable in the event of any loss, damage or misappropriation of data.
- b. Without limiting the generality of the foregoing,
 - i. ISAIC shall not be responsible for any limitations, technological problems or systems failure of the CLOUD, including but not limited to any such limitations, technological problems or system failures that cause damage to the User's data, equipment or software.
 - ii. The User acknowledges and agrees that they are solely responsible for their content on the CLOUD, including their data, software, and connectivity configuration (e.g. DNS) and that ISAIC will have no responsibility or liability for the same. It is recommended that users (1) backup their data outside the ISAIC's cloud inside another provider's cloud, or (2) back it up locally.
 - iii. If a tenant's access to the CLOUD is terminated "for cause," (i.e., because the consumer has violated the clouds' acceptable use policies or for nonpayment) the ISAIC shall not be responsible or have any obligation to preserve any tenant data remaining in cloud storage. As previously noted, it is recommended that users (1) backup their data outside the ISAIC's cloud inside another provider's cloud, or (2) back it up locally.
- c. The ISAIC will inform active tenants of the system of any planned or anticipated maintenance or outages that may result in a service disruption. The ISAIC will work to limit the frequency and durations of these planned downtimes on a "best effort basis". If the ISAIC announces a scheduled service outage, the outage does not count as failure to perform.
- d. If the ISAIC fails to provide reasonable "best effort" availability as determined under Section 9. ARBITRATION, the ISAIC will seek to compensate tenants in good faith with a service credit for future use of cloud services. Tenants must notify the ISAIC of an experienced outage in a timely manner, and provide information about the nature of the outage and the time length of the outage.

4. USER ACCOUNTABILITY

- a. The User acknowledges that they are solely responsible for their activities on the CLOUD and may be liable under applicable administrative or legal sanctions for their actions.
- b. The User must grant the ISAIC explicit written permission to access their user account in order for the ISAIC to access any tenant data or environment. Even if granted access (e.g. for troubleshooting support), the User remains responsible for its data and activities.
- c. The ISAIC will not sell, license, disclose or access its tenants data except in response to legal requests. The ISAIC reserves the right to monitor consumer actions in a cloud to ensure proper use and maintain service levels.
- d. The user acknowledges an understanding of the shared responsibility model presented below - the ISAIC is responsible for security of the cloud; the client is responsible for security in the cloud.



5. REPORTING

- a. The User acknowledges that ISAIC has reporting and accountability obligations to its funders and agrees that they shall provide ISAIC with such information and reports related to the User's activities enabled by the CLOUD and the results of those activities as ISAIC may request (each an "Information Request"). Reporting metrics include;
 - i. Number of Highly Qualified Personnel (HQP) jobs created, including Science, Technology, Engineering and Mathematics (STEM) jobs (mandatory)
 - ii. Number of non-HQP jobs created (mandatory)
 - iii. Value of increased revenue growth (mandatory)

- iv. Value of increase export sales growth (mandatory)
 - v. Value of business expenditure on research and development (BERD) (if applicable)
 - vi. Value of business sales growth resulting from commercialization (if applicable)
- b. The User acknowledges and agrees that ignoring or refusing to provide information in response to an Information Request may lead to ISAIC temporarily or permanently disabling the User's account.
- c. ISAIC commits to reporting to the User within 48 hours of any suspected physical or network breach and immediately when such a breach is confirmed. The User has the right to request a detailed report outlining the breach, as well as investigation methodology and results.

6. PUBLIC COMMUNICATIONS

- a. The User will not issue any release or publicity concerning this Agreement or its subject matter except with prior written approval from ISAIC, which consent will not be unreasonably withheld.
- b. The User further agrees that all materials produced with respect to the CLOUD (including, but not limited to, publicly accessible websites) shall reference ISAIC's role. The User acknowledges that the right to display and otherwise use ISAIC's corporate name, corporate identity, and logo is granted to the User only with respect to the the CLOUD Project and the User agrees that it will not use the same in any other manner at any other time, with the exception only of any rights to use CLOUD Usage Agreement the same arising from the User's membership in ISAIC, if applicable.
- c. ISAIC has the right to release to Government funding agencies, Steering Committee or its Industry Advisory Board, any reports and other information received or produced in accordance with this Agreement. ISAIC has the right to use such materials, excluding proprietary information, in the implementation of its public communications and accountability strategy.
- d. The User grants the right for ISAIC to display and otherwise use the User's corporate name, corporate identity, and logo only with respect to the CLOUD Project and ISAIC agrees that it will not use the same in any other manner at any other time.

7. INTELLECTUAL PROPERTY

- a. The Parties hereby acknowledge and agree that all intellectual property belonging to each Party as well as all rights arising therefore shall remain the sole and exclusive property of that Party. ISAIC will cooperate in protecting client IP rights.
- b. All right, title and interest in and to any intellectual property which may be created, generated or produced in connection with the User's use of the CLOUD shall vest in the User.

Notwithstanding the foregoing, the User acknowledges and agrees that all right title and interest in the CLOUD and the intellectual property related thereto is and remains that of ISAIC.

c. Any enhancement to the intellectual property of ISAIC made as a result of the User's use of the CLOUD shall belong exclusively to ISAIC.

8. INDEMNIFICATION

The User agrees to indemnify, save and hold harmless ISAIC, its officers, directors, employees and agents against any and all liability, expense, damage, cost or claim arising from or in relation to or in any way connected with the User's use of the CLOUD.

9. ARBITRATION

a. All questions, controversy, or claims arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Arbitration Act (Alberta) as amended from time to time by a single arbitrator (the "Arbitrator") appointed by the mutual agreement of the parties hereto.

b. The arbitration will take place in the City of Edmonton, Alberta. The courts of the Province of Alberta shall have exclusive jurisdiction over any legal proceedings arising from this Agreement, and the parties attorn to the jurisdiction of such courts.

c. The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The Arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement. The Arbitrator shall render a decision within 90 days after his or her appointment as Arbitrator.

d. Any claim arising out of or relating to the terms of this Agreement shall be made in writing and shall be served upon the party against whom the claim is made not more than twelve (12) months from the date of the alleged breach and any such claim not made within such twelve (12) month period shall be deemed to have been abandoned and shall be absolutely barred. The final award of the Arbitrator shall be final and binding on the parties with no appeal to any court. It shall be a condition precedent to any action in any court that the final award of the Arbitrator shall have been made. The parties hereby agree to carry out any decision or order of the Arbitrator in good faith.

10. NO WARRANTIES

a. ISAIC makes no express or implied warranty as to the CLOUD, the conditions of research thereon or the fitness for purpose of the CLOUD for research or a particular purpose or form of research or CLOUD Usage Agreement as to the fitness of any intellectual property, resulting property or generated information or product that may be made or developed using the CLOUD.

b. ISAIC makes no warranty that the goods, services, materials, products, processes, information or data to be furnished hereunder will accomplish intended results or are fit for any purpose including the intended purpose or that any of the above will not interfere with privately

owned rights of others. ISAIC shall not be liable for any damages attributed to the use of the CLOUD or the use of intellectual property, information generated or product made using the CLOUD.

c. Force majeure events. The ISAIC disclaims responsibility for events outside its realistic control. Examples include power failures, natural disasters, acts of civil or military authorities, strikes, and failures in network connectivity between consumers and providers.

11. TERMINATION

a. ISAIC may terminate this Agreement without notice in their sole and absolute discretion in the event the User violates the Terms of Service or Acceptable Use Policy.

b. The User acknowledges and agrees that only a limited number of users can have access to the CLOUD at a given time and that should the User not make use of the CLOUD, ISAIC will attempt to provide reasonable notification and may terminate this Agreement at its own discretion.

c. The User may terminate this Agreement at any time by giving 30 days written notice in writing to ISAIC.

d. ISAIC may terminate this Agreement for any reason other than a termination under section 11(a) upon the provision of 30 days written notice to the User.

12. ACKNOWLEDGEMENT OF ACCEPTABLE USE

a. The User acknowledges and agrees that their use of the CLOUD is subject to acceptable use. The User acknowledges that they have read the AUP and will abide by its terms. The User acknowledges that ISAIC may amend the AUP from time to time in its sole and absolute discretion and that the User shall be bound by any such amendments.

b. The User acknowledges and agrees that ISAIC in its sole and absolute discretion has the right to determine what constitutes a violation of the AUP and can suspend or terminate the User's use of the CLOUD without notice and in their sole absolute discretion should the User violate the AUP.

13. NOTICES

a. Any notice or other written communication required or permitted hereunder shall be in writing.

b. All such notices to ISAIC shall be addressed to:

Attn: e-mail: isaic@ualberta.ca

All such notices to the User shall be addressed using the information provided with their CLOUD submission. It is the User's responsibility to monitor any contact information provided at the time of sign-up and ISAIC is not responsible for any correspondence that may be missed due to outdated or unmonitored contact information.

c. Any such notice or other written communication shall, if mailed as aforesaid be effective eight (8) calendar days from the date of posting; if given by email, shall be effective on CLOUD Usage Agreement the first business day after reception; and if given by personal delivery shall be effective on the day of delivery.

Either party may at any time change its address by giving notice of such change of address to the other party in the manner specified in this paragraph.