

*The Mass Open Cloud (MOC) is a production public cloud being developed based on the model of an Open Cloud Exchange (OCX), a model where many stakeholders, rather than just a single provider, participate in implementing and operating the cloud. Hosted at Boston University and housed at the Hariri Institute for Computing, the project is a unique collaborative effort between higher education, government, non-profit entities and industry. For a full list of the collaborators, please visit <https://massopen.cloud/about/>.*

## **MASS OPEN CLOUD END USER LICENSE AGREEMENT**

This End User License Agreement (the “Agreement”) applies to all services rendered by and in relation to the Mass Open Cloud (the “Services”). The Services are provided by Trustees of Boston University, a Massachusetts not-for-profit corporation, through its Rafik B. Hariri Institute for Computing and Computational Science & Engineering (the “Provider”).

### **A. Description of the Services**

The Services are a cloud-based system through which users can upload, store, download, and share content from servers maintained by the Provider. YOUR USE OF THE SERVICES CONSTITUTES AN ACCEPTANCE OF THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN.

### **B. Intellectual Property**

The Services allow you to upload, store, download, access, and share content (“User Content”). You retain ownership of any and all intellectual property rights you hold in your User Content.

When you upload, store, download, access, and share User Content, you give the Provider a nonexclusive, worldwide, royalty-free license to host and store that User Content, as well to perform those tasks necessary to ensure continued operation of the Services.

The Provider retains all legal right, title, and interest in and to the Services, including but not limited to graphics, user interface, the scripts and software used to implement the Services, and any materials provided to you as a part of and/or in connection with the Services, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

### **C. Code of Conduct**

In exchange for your right to use the Services, you agree not to misuse the Services or to help anyone else to do so. In particular, you agree to not do any of the following with respect to the Services:

- 1) probe, scan, or test the vulnerability of any system or network;
- 2) breach or otherwise circumvent any security or authentication measures;
- 3) access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been given access to;
- 4) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- 5) access, search, or create accounts for the Services by any means other than the Provider's publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- 6) send unsolicited communications, promotions or advertisements, or spam;
- 7) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- 8) promote or advertise products or services without appropriate authorization;
- 9) circumvent quotas, including compute, networking and storage limits;
- 10) sell the Services unless specifically authorized to do so;
- 11) publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- 12) advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- 13) violate the law in any way, including storing, publishing or sharing material that is fraudulent, defamatory, or misleading; or
- 14) violate the privacy or infringe the rights (including those rights granted under trademark and copyright law) of others.

#### D. Removal of Content

The Provider assumes no liability for any content uploaded to or stored on the Services by other parties. However, the Provider reserves the right at all times to determine whether any content is appropriate and in compliance with any part of this agreement, and may pre-screen, move, refuse, modify, and/or remove content at any time, without prior notice and in its sole discretion .

#### E. Copyright

You agree to refrain from any and all copyright infringement in your use of the Services. The Provider will respond to notices of copyright infringement if they comply with the law, and such notices should be reported using our Digital Millennium Copyright Act procedures, which are available at <http://www.bu.edu/tech/services/security/cyber-security/dmca/copyright/>. We reserve the right to remove without notice any content that is alleged to be infringing and to delete the accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Eric Jacobsen  
Boston University  
111 Cummington Mall  
Boston, MA 02215  
Email: dmca AT bu.edu

#### F. Enforcement

If you violate any of the terms of this Agreement, or if your use of the Services intentionally or unintentionally threatens the Provider's ability to provide the Services or other systems, the Provider may immediately take any action necessary to ensure compliance with this Agreement and the protection of the Services or the Provider's systems, up to and including termination or suspension of your access to the Services and deletion of your content.

#### G. Provider's Warranties and Disclaimers

The Provider agrees to provide the Services using a reasonable level of skill and care. However, other than as expressly set out in this Agreement, the Provider makes no warranty, guarantee or promise relating to the Services. For example, and without limitation, the Provider makes no representations or commitments regarding the specific functions of the Services, or their reliability, availability, or ability to meet your needs. THE PROVIDER PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS.

The Services may be unavailable from time to time. While the Provider's goal is to keep the Services up and running, all online services suffer occasional disruptions and outages, and the Provider is not liable for any disruption or loss you may suffer as a result. The Provider specifically makes no warranties related to "uptime" or your ability to access content stored on the Services during any period that the Services are unavailable. As such, the Provider recommends that you regularly back up content stored on the Services to another storage medium.

TO THE EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES NOT EXPLICITLY GRANTED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, OR NON-INFRINGEMENT.

#### H. Limitation of Liability

The Provider will use reasonable security measures to protect content stored on the Services. However, the Provider makes no guarantees that the Services will be free from loss, corruption,

attack, viruses, interference, hacking, or other security intrusion, and the Provider disclaims any liability relating thereto.

If you are a covered entity, business associate, or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R. § 160.103), you agree that you will not use any component, function, or other facility of the Services to store, access, transmit, or share any “protected health information” (as such term is defined at 45 C.F.R. § 160.103) or use the Services in any manner that would make the Provider your or any third party’s business associate.

AS PERMITTED BY LAW, THE PROVIDER WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES CAUSED BY OR IN ANY WAY ATTRIBUTABLE TO USE OF THE SERVICES.

#### I. Provider’s Right to Update Services

The Provider reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, the Provider will have the right to terminate this Agreement pursuant to Section J.

#### J. Termination of the Agreement

This Agreement may be terminated by you at any time by discontinuing your use of the Service and deleting your User Content or by written notice to the Provider at [admin@lists.massopen.cloud](mailto:admin@lists.massopen.cloud). In such an event, the Provider may immediately delete your account. You should ensure prior to termination that you have transferred all data stored on the Services to another storage medium.

This Agreement may be terminated by the Provider for any reason upon 48 hours’ notice to you. In such an event, you will be afforded a reasonable opportunity to retrieve your User Content from the Services. If your account access has been suspended pursuant to Section F, the Provider shall retrieve your User Content from the Services (provided such content is not illegal; is not unlawfully pornographic or indecent; does not depict extreme acts of violence; does not advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment; and does not violate the privacy or infringe the rights of others) upon receipt of an emailed request from you to do so at [admin@lists.massopen.cloud](mailto:admin@lists.massopen.cloud). Any such retrieval shall be at your own expense.

#### K. Severability

If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

#### L. Governing Law

This Agreement, and the interpretation, construction and enforceability hereof, and all rights and obligations of both you and the Provider, whether arising under this Agreement or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflict of laws. The sole and exclusive jurisdiction and venue for resolution of any disputes under this Agreement shall be in the state and federal courts located in Boston, Massachusetts, and you hereby submit to, and waive objection to, the jurisdiction and venue of such courts.