

This document sets out the general terms and conditions (the “Terms”) upon which each Client may access and use the Remote Access Program Cluster and the basis on which Fujitsu will supply the Services related to this cluster. The cluster is hosted at the premises of Fujitsu Systems Europe in Toulouse, France and is operated subject to the laws and regulations of France.

1. YOU may use the SERVICE to evaluate, benchmark, validate and familiarize yourself with computational applications and programming techniques for the computing platform represented in the Cluster. This includes application software provided on the Cluster, as well as your own and third-party applications.
2. YOU must abide by the license and usage terms of all software used on the Cluster, including, but not limited to, the job manager, compilers, performance libraries, scientific packages, diagnostic tools and applications.
3. YOU must not use the Cluster to engage in any illegal, unethical or malicious activity, including, but not limited to, spamming and exploiting the cluster for committing cyber-attacks on any computer system, port scanning, traffic snooping, data attacks, password attacks or exploiting vulnerabilities in the Cluster software. If any malicious activity by you is detected then your account will be terminated forthwith without notification.
4. By using the Cluster, you expressly grant FUJITSU the right to inspect your data, software and your activity for signs of malicious activity or intent. Malicious activity may be reported to the French authorities on their request.
5. FUJITSU will make all reasonable efforts to protect user data from inadvertent access from unauthorized users. In this respect the cluster is setup with privacy of user data based on the standard Linux user, group, world permissions (i.e. mode 700). However FUJITSU accepts no liability for any data leakage or unauthorized access due to software vulnerabilities which are unknown at the time of system operation, or due to your own actions, or due to security oversight on our behalf. YOU should also ensure that data you create on the cluster is assigned the correct permissions so as to avoid inadvertently making the data accessible to unauthorized users.
6. FUJITSU reserves the right to terminate the Remote Access Program with an appropriate notification to users of the SERVICE with the termination date and with no liability. Reasonable time after notification of the service termination will be provided to enable clients to retrieve data from the cluster.
7. If YOU have confidential or extremely sensitive codes or data, review the security of the Remote Access system and your data carefully before deciding to upload this to the cluster.
8. YOU agree to receive email communication from Fujitsu notifying you of the procedure related to your usage of the Cluster and your experience (such as account activation and termination notices).
9. YOU agree to share information with Fujitsu and Intel, excluding any confidential information, about the application performance/results when using the Remote Access Program cluster. Anonymized data may be used for marketing purposes and by mutual agreement named data may be used for promotional purposes.