



GENERAL CONDITIONS OF ACCESS AND USE OF THE TERALAB PLATFORM

Access to and use of the TeraLab platform are subject to written acceptance of these General Conditions of Access and Use (hereinafter referred to as the "GCAU") by the user (hereinafter referred to as the "User").

PREAMBLE

Institut Mines-Télécom is a co-owner of the TeraLab¹ platform, a secure platform for collaborative research and innovation (<http://www.teralab-datascience.fr/en/>) produced by Institut Mines-Télécom and GENES as part of the BADAP project, funded by the "investissements d'avenir" [investment in the future] program.

TeraLab contains a set of data, resources and services, available in both SaaS and PaaS versions, which provide support to innovative, collaborative and non-commercial² experimentation projects in the field of Data Science (hereinafter referred to as "Eligible Projects").

TeraLab allows the import, storage, transformation and export of bulk data (hereinafter referred to as the "Data").

TeraLab consists of two divisions:

- TeraLab-Institut Mines-Télécom allows the processing of large volumes of data at state-of-the-art levels of security.
- TeraLab-GENES allows the processing of limited volumes of data with a heightened level of security.

These GCAU apply only to TeraLab-Institut Mines-Télécom.

ACCOUNT

Access to and use of TeraLab is reserved for Eligible Projects.

Each Eligible Project is provided with a workspace, administered by one or more project administrator(s) (hereinafter referred to as the "Administrator") designated by the project initiator (hereinafter the "Project Initiator").

The User declares to the Administrator his/her intention to make use of TeraLab, and requests that the Administrator open an account (hereinafter referred to as the "User Account") in order to handle (host and/or process) the Data necessary for the implementation of the Eligible Project

¹ TeraLab is a registered trademark of Institut Mines-Télécom.

² Within the meaning of non-economic activities as defined by the Framework for government research, development and innovation assistance (2014/C 198/01).

according to the General Data Protection Regulation (GDPR) n°2016/679 of 27 April 2016 and/or any other applicable legal provisions

Each User must be identified by a User Account.

The information concerning the User Account must be consistently accurate, complete, truthful and up-to-date.

The Administrator sends the User credentials for the corresponding User Account.

The User is responsible for the safeguarding and use of these credentials.

Institut Mines-Télécom provides the User with instant access to technical resources (computing resources, installed tools, accessible data) and technical support from TeraLab (hereinafter referred to as the "Service"). The Service is detailed in the document "TeraLab-Check-in," which is shared with and approved by the Administrator.

DATA- CONFIDENTIALITY- INTELLECTUAL PROPERTY

The User guarantees that he/she has the necessary rights to any Data he/she will import in TeraLab.

The User acknowledges that the TeraLab management team at Institut Mines-Telecom (hereinafter referred to as the "Team") shall have the right to access this Data in order to take preventive measures of any kind in case of risk or violation of these GCAU.

In regard to any Data that he/she may access on TeraLab, the User undertakes:

- to preserve the confidentiality of any portion thereof that may be marked confidential by the Administrator;
- to make no unauthorized use thereof;
- to not disclose this Confidential Data to third parties without express prior consent from their owner or the Administrator;
- to immediately inform the Team or the Administrator of any risk of a breach of confidentiality of which he/she may become aware;
- to preserve the confidentiality of his/her TeraLab passwords and access codes

The User undertakes to respect all intellectual property rights attached to the Data, documents, studies, analyses, reports, data files, etc., uploaded to the TeraLab platform, in particular copyrights and database producers' rights, and expressly refrains from any reproduction, dissemination, or extraction of data that has not been expressly authorized.

ADMINISTRATOR

The Administrator is the principal contact person for the Team and the Users.

As a user of the TeraLab platform, the Administrator is subject to the obligations incumbent upon Users. The Team acts as the administrator for the Administrator.

Whenever a new User Account is to be created, the Administrator must obtain written acceptance of these GCAU from the User concerned. The Administrator must retain this acceptance and provide a copy to the Team upon request.

The Administrator undertakes to maintain the security level of the workspace provided as well as any developments thereof in keeping with professional standards, including but not limited to:

- keeping the various components up to date (operating system, middleware, application);
- workspace access control;
- supervision of processing conducted on the TeraLab platform.

The Administrator undertakes to ensure availability of the specialists necessary to comply with the above commitments.

The Team may offer advice and provide information to the Administrator, including reminders of the regulations to be respected within the TeraLab platform and the vulnerabilities to which the Administrator may be exposed.

The Administrator must ensure that the Data is backed up. Institut Mines-Télécom shall be entirely and explicitly held harmless in this regard.

The Administrator shall indicate to the User the confidentiality level corresponding to the Data, and shall ensure the User's respect of the confidentiality of said Data.

COMPUTING AND FREEDOM

Institut Mines-Télécom and the Administrator are jointly responsible for the processing of all personal data generated for TeraLab management purposes, in particular including User and Administrator Account logfiles. In accordance with article 32 of law no. 78-17 of January 6th, 1978 as amended by law no. 2004-801 of August 6th, 2004 on computing, files, and liberties and the law n° 2018-493 of June 20, 2018 on the protection of the personal data and in accordance with the provisions of the General Data Protection Regulation (GDPR) n°2016/679 of 27 April 2016 and/or any other applicable legal provisions, Users have in particular the right to oppose, access and correct any personal data concerning them. They may exercise this right by contacting Institut Mines-Télécom at the following address:

Institut Mines-Télécom
Direction de l'Innovation
Equipe TeraLab
37-39 rue Dareau
75014 Paris

The Administrator undertakes to handle User requests concerning said right to oppose, access and correct personal data.

Institut Mines-Télécom will use the personal data provided to it for the purposes of providing the Service.

LIABILITY – GUARANTEE

TeraLab is accessible as-is: the only features available are those available on the date of use, and the User must fully inform him/herself as to what features are actually available.

Institut Mines-Télécom cannot guarantee that the TeraLab platform will be entirely free of malfunctions.

In this respect, no commitment can be made in regard to the availability of the TeraLab platform, its maintenance, or its response times.

No guarantee is made in regard to access to TeraLab, its deployment, its maintenance, or its use, including in a Research and Development framework.

If maintenance is to be performed on the TeraLab platform, Institut Mines-Télécom undertakes to notify the User in advance.

Institut Mines-Télécom declines all responsibility for content placed on the TeraLab platform by Users.

The User shall be considered fully informed in and exclusively responsible for his/her use of TeraLab. The User must fully inform him/herself as to whether TeraLab suits his/her needs, if necessary by contacting info@teralab-datascience.fr.

Information concerning the functional or technical developments of TeraLab is provided for indicative purposes.

Institut Mines-Telecom is not liable for damages resulting from any misuse of the TeraLab platform or for any indirect damage caused by such use (loss of profit, income, etc.).

Any breach of these GCAU by the User may cause serious damages and incur User liability.

In the event of any breach of these GCAU by the User, the Administrator may proceed to close his/her user account, after having provided him/her formal notice to rectify such breach.

ENTIRE AGREEMENT – TERM

These GCAU express the entirety of the legal provisions applicable between Institut Mines-Télécom and the User, and supersede any previous legal provision.

These GCAU may be supplemented by provisions expressly accepted by Institut Mines-Télécom.

The User may stop using TeraLab at any time. He/she must provide advance notice to the Administrator to such effect.

Institut Mines-Télécom may suspend access to the TeraLab platform without warning or formal notice in the event of an identified risk or violation of the GCAU.

These GCAU are governed by French law.

Any dispute relating thereto, in the absence of an amicable settlement reached by a committee composed of a representative of Institut Mines-Télécom and a representative of the User within thirty (30) calendar days of the occurrence of such dispute, shall be subject to the exclusive jurisdiction of the French courts.

These GCAU constitute a contract between Institut Mines-Télécom and the User.

Any access to the TeraLab platform implies acceptance of these GCAU without reservation.

Made at This day

I hereby acknowledge that I have been informed of these GCAU and accept them without reservation.

User's name, surname, and signature