



Agilent SLIMS

## Cloud Acceptable Use Policy



Genohm SA is now officially Agilent Technologies (Agilent). Agilent (and its affiliate(s)) (referenced herein as “**Agilent**”) Acceptable Use Policy (referenced herein collectively as the “**AUP Guidelines**”) cover and govern each individual end user’s (referenced herein with “**you**” or with “**your**”) use and access to Agilent’s services and websites (referenced herein as the “**Service**”). Agilent’s Privacy Policy <https://www.agilent.com/home/privacy-policy> explains how or whether Agilent (referenced herein with “**we**” “**our**” and “**us**”) collects and uses your personally identifiable information. BY USING OUR SERVICE, YOU’RE AGREEING TO USE THE SERVICE IN ACCORDANCE WITH THESE AUP GUIDELINES, AND TO REVIEW AGILENT’S PRIVACY POLICY. PLEASE ALSO NOTE THAT THESE AUP GUIDELINES AND THE PRIVACY POLICY ARE SUBJECT TO CHANGE. IF YOU DO NOT AGREE TO BE BOUND BY THESE AUP GUIDELINES OR DISAGREE WITH THE PERSONALLY IDENTIFIABLE INFORMATION COLLECTION AND USE PRACTICES, YOU SHOULD NOT ACCESS OR USE THE SERVICE. If there is a valid, signed written agreement (“**Agreement**”) between you and concerning the Service, the Agreement shall take precedence in the event of a conflict between the AUP Guidelines and the Agreement.

## License Grant

These AUP Guidelines provide to you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Service conditioned upon your continued compliance with these AUP Guidelines. Agilent reserves all rights not granted in the AUP Guidelines.

## Your Content & Your Permissions

When you use our Service, you provide us with things like your files, content, messages, etc. (“**Your Content**”). Your Content is yours. You represent that you have all necessary right, power, and authority to use the Service and share Your Content and will comply with all applicable laws when doing so. These AUP Guidelines don’t give us any rights to Your Content except for the limited rights that enable us to offer the Service. We need your permission to do things like host Your Content, back it up, or share it when you ask us to. This permission extends to our trusted third parties we work with. You therefore give us, and third parties (with whom we work) permission to use, display, host, share, and back up Your Content. By submitting Your Content, you also permit us to identify you by your username and as the contributor of Your Content.

## Sharing Your Content

Our Service lets you share Your Content with others, so please think carefully about what you share. By using the Service, you agree to do so responsibly and to not misuse the Service or help anyone else do so. This includes, but is not limited to, not doing or trying to do any of the following in connection with the Service:

- store, transmit or create libelous, obscene, deceptive, defamatory, explicit, unlawful, tortious or otherwise objectionable content (except as necessary for legitimate instructional purposes, but in all cases in compliance with applicable laws and regulations);
- modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- harm, harass, threaten, or impersonate any person or violate the rights of any third party;
- probe, scan, or test the vulnerability of any system or network;
- interfere with or disrupt the integrity or performance of the Service;
- attempt to gain unauthorized access to the Service or its related systems or networks;
- introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
- breach or otherwise circumvent any security or authentication measures;

- access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you haven't been invited to;
- access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- sell or re-sell the Service unless specifically authorized to do so;
- copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
- remove or destroy any copyright notices or other proprietary markings contained on or in the Service; or
- violate the law in any way, including by storing, publishing or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to Agilent in any way.

## Your Responsibilities

You must provide all equipment necessary to access the Service and are responsible for all fees incurred when accessing the Service. Additionally, you're responsible for your conduct and Your Content and your compliance with these AUP Guidelines. Content in the Service may be protected by others' intellectual property rights. You therefore agree that you won't copy, reproduce, create derivative works of, decompile, upload, download, share, or otherwise exploit third party content unless you have the right to do so. We may review your conduct and content for compliance with these AUP Guidelines. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Service. You agree also to safeguard your password to the Service, make sure that others don't have access to it, and keep your account information current.

## Computing Resource Limits

The Service comes with a predefined set of computing resources per user, as detailed in this section. Your total contractual resource limits can be obtained by simply multiplying your number of licensed users with the individual limits below.

SLIMS database storage: 2Gb / user

SLIMS database storage backup – 30 day full retention: 3Gb / user

SLIMS database IO requests: 8mio / user / month

SLIMS repository file storage (attachments): 20Gb / user

SLIMS repository file storage (attachments) backup – hourly snapshots : 30Gb / user

IP traffic transfer out : 40 Gb / user / month (traffic from AWS to customer)

Agilent monitors & calculates these resources on a monthly basis and should you pass the threshold on any of them, you will be contacted by our sales team to determine the correct level of resources for your operations and be offered a quote to acquire the required supplementary computing resources. Please be aware that any resources left unconsumed below the assigned thresholds do not carry forward into the next month nor does this give any entitlement for reimbursement. Additional required resources are offered in predefined Computing Resource Packages that have a validity of 1 year from purchase date and require an active and valid SLIMS Cloud license. In case no additional computing resources are purchased, Agilent reserves the right to cap the actual consumed computing resources according to the above predefined limits.

e.g. a “computing resource package – 200” costs \$2’450 per year with 200Gb of total database storage (incl. backup) ; 200Gb of total repository file storage (incl. backup) ; 400mio database IO requests and 200Gb of IP traffic transfer out.

## Third Party Websites

The Service may contain links to third-party websites that are not under our control. We are not responsible for such third-party websites.

## Our Property

The Service is protected by copyright, trademark, and other US and foreign laws. These AUP Guidelines don’t grant you any right, title, or interest in the Service or others’ content in the Service. We welcome feedback but note that we may use comments or suggestions without any obligation to you.

## Infringement

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged infringement after receipt of a proper notice that complies with the law and is received by our designated agent. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that any content in the Service in a way that constitutes infringement, please provide our designated agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the rights owner;
2. a description of the content you claim is being infringed;
3. a description or link to the location of the material claim is infringing;
4. your physical address, telephone number and e-mail address;
5. a statement that you have a good faith belief that the content is not authorized by the rights owner, its agent or the law;
6. a statement made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner.

## Termination & Right to Suspend

You’re free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service and remove Your Content if you’re not complying with these AUP Guidelines, or using the Service in a manner that may cause us legal liability, disrupt the Service, disrupt others’ use of the Service or, in our sole opinion, reason, cause harm. All provisions of these AUP Guidelines, which by their nature should survive, will survive termination of the Service.

## Service “As Is”

EXCEPT TO THE EXTENT STATED IN A WRITTEN AGREEMENT SIGNED BY YOU AND US, AGILENT AND ITS PARTNERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED “AS IS.” IN ADDITION, WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR ACCESSED FROM THE SERVICE IS ACCESSED AT YOUR OWN RISK.

## Limitation of Liability

YOU EXPRESSLY ABSOLVE AND RELEASE AGILENT FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND AGILENT’S CONTROL. YOU FURTHER AGREE THAT IN NO EVENT SHALL AGILENT AND

ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, OR ANY LOSS OF USE, DATA BUSINESS, OR PROFITS. THIS WILL BE REGARDLESS OF WHETHER OR NOT AGILENT OR ANY OF ITS PARTNERS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, AGILENT AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU FOR MORE THAN ANY AMOUNTS RECEIVED BY AGILENT FROM YOU AS A RESULT OF YOUR PERSONAL USE OF THE SERVICE IN THE 12 MONTHS PRECEDING YOUR CLAIM. IF YOU HAVE NOT PAID INDIVIDUALLY ANY AMOUNTS IN THE 12 MONTHS PRECEDING YOUR CLAIM, AGILENT'S SOLE AND EXCLUSIVE LIABILITY SHALL BE NO MORE THAN \$50. MOREOVER, AGILENT SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT.

## Controlling Law

These AUP Guidelines and your use of the Service will be interpreted, governed and construed by the laws of Switzerland except for its conflicts of laws principles, unless otherwise agreed in a separate written agreement with Agilent or as required by a mandatory law of a competent jurisdiction.

## Entire Agreement

These AUP Guidelines set forth terms governing your use of the Service and supersede and replace any other prior or contemporaneous agreements applicable to the subject matter of these AUP Guidelines. These AUP Guidelines create no third-party beneficiary rights. These AUP Guidelines shall inure to the benefit of Agilent and its respective legal representatives, successors, and assigns.

## Waiver, Severability & Assignment

Agilent's failure to enforce a provision is not a waiver of its right to do so later. You may not assign any of your rights under these AUP Guidelines, and any such attempt will be void. Agilent may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service. If any provision of these AUP Guidelines is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these AUP Guidelines will remain in full force and effect.

## Modifications

We may revise these AUP Guidelines from time to time and will always post the most current version. If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Service after the revisions come into effect, you agree to be bound by and subject to the revised AUP Guidelines.

This Policy was last updated on July 27, 2020.

This information is subject to change without notice.