

# HPC3 Service Level Agreement

## Last Updated: Dec 2016

This HPC3 Service Level Agreement (“SLA”) is a policy governing the use of HPC3 under the terms of the HPC3 General Support Policy (“HPC3 Policy”) between High Performance Cloud Computing Center (HPC3) and its affiliates (“HPC3”, “us” or “we”) and users of HPC3’ Services (“you”, “your” or “user”). Unless otherwise provided herein, this SLA is subject to the terms of the HPC3 Policy.

We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term.

## Terms

### Description of Service

HPC3 currently provides users virtual machine (VM), shared computational and storage resources. User must have access to the Internet to use HPC3 Services. Any new features that augment or enhance the current Services shall be subject to this SLA.

### Service Duration

The Service duration will be according to purchase agreement or a 6-Months subscription basis if there is no purchase agreement. User must renew their purchase agreement or subscription one month early if user wants to continue using HPC3 Services. HPC3 reserves the right to remove all users’ data after subscription period has ended.

### Service Commitment

- i) HPC3 will only support servers, services and software running within HPC3, Block P, Universiti Teknologi Petronas and on machines administered by HPC3.
- ii) HPC3 will make the Services available with a best effort basis.
- iii) HPC3 will provide support on working days and only during office hours 9 AM – 6 PM.

### Service Payment

For external users, payment will be according to purchase agreement and we will send invoice for payment to the users one month before end of service duration.

For internal users, HPC3 does not charge user monetarily value for service rendered. However, user is expected to perform the following where applicable:

- i) Assist HPC3 in providing technical support and expert advice to other users.
- ii) Assist HPC3 in conducting technical user workshop or training sessions.
- iii) Provide HPC3 with project materials in the form of presentation slides, pictures, and such.

## **Service Acknowledgement**

Where applicable, user must acknowledge HPC3 in their: (i) publication; (ii) presentation; and (iii) training workshop.

## **Service Limitations**

The Service is limited to several constraints:

- i) Network, security, accessibility and availability are under IT Media and Services (“ITMS”) jurisdiction.
- ii) In general, HPC3 cannot provide support on specific software; user is to refer directly to the vendor or to subject-matter expert.

## **Resource Sharing**

This section only applicable to shared computational and storage resources.

In general, shared storage and computational resources will be provided on a sharing basis.

- i) Storage: User is expected to regularly clean up their shared drive.
- ii) Processor: User must use scheduler to submit any jobs that required computational power. User can only submit one job at one time. User may contact person-in-charge to request tutorial on how to use the scheduler.

## **User Conduct**

User understand that all information, data, text, software, software licenses or other materials (“Content”) are the sole responsibility of the person from which such Content originated. This means that user, and not HPC3, is entirely responsible for all Content that user uploaded, download, or otherwise transmit via the Service. Furthermore, user agreed to abide by any applicable license agreements of the Content that user used. Under no circumstances will HPC3 be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content stored, calculated, emailed, or transmitted via the Service.

User agreed to NOT use the Service to:

- a. Upload, store, execute, transmit, or calculate any Content that is unlawful, inappropriate, or any other material HPC3 deems inappropriate or illegal or is illegal by law of Malaysia. If necessary, the user’s account and information will be reported or handed over to an enforcement agency.
- b. forge headers or otherwise manipulates identifiers in order to disguise the origin of any Content transmitted through the Service;
- c. upload, store, calculate, execute, or transmit any Content that you do not have a right to transmit under any law.
- d. upload, store, calculate, execute, or transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party;
- e. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or network equipment;
- f. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- g. intentionally or unintentionally violates any applicable local, state, national or international law.
- h. engage in any deliberate or unsolicited attacks to the system; such as, but not limited to, any activity outside the user account or user processes without the permission of HPC3.

- i. engage in accessing, or attempted access or use of or attempted use of the system, computers, software, information, or property of HPC3.
- j. monopolize or hogging HPC3 shared resources or any shared software license under HPC3 administration as deemed by HPC3 administrator
- k. Install any third-party software or miscellaneous software that can act as proxy, man-in-the-middle or any vulnerability that can impose security threat.

### **Penalty**

Should user violate the user conduct:

- i) HPC3 reserves the rights to terminate user account or cease user access to any HPC3 Services and resources; and
- ii) User undertakes, as of now, to keep the HPC3 harmless from any request or claim of third parties for any damage caused to them by the User or by the use made by the User of the Service. The User shall bear all the costs, damage compensation and charges, including any legal fees and expenses, which may arise from these actions of liability and undertakes to immediately inform the HPC3, should such proceedings be initiated against him/her.

### **SLA Duration**

This SLA will be valid for 6-Months from starting of the commencement date or if user violates any terms in this SLA.

### **SLA Exclusions**

HPC3 Services Commitment does not apply to any unavailability, suspension or termination of performance issues: (i) that result from a violation of the HPC3 Policy; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of HPC3 Services; (iii) that result from any actions or inactions of you or any third party, including failure to backup your data periodically; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology; (v) that result from any maintenance; (vi) that result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices; (vii) that result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance; or (viii) That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.

## **SLA Acceptance**

Should user proceeds to use any HPC3 services, user henceforth agrees and accepts the terms in this SLA.