

HPC Advisory Council Cluster Center Standard Terms and Conditions



TERMS AND CONDITIONS

The following terms and conditions shall be binding between you and HPC Advisory Council (HPCAC) if you access the computer equipment provided by the HPC Advisory Council Cluster Center (aka Cluster Center Access).

I. HPC Advisory Council Cluster Center

Program Description

The HPC Advisory Council Cluster Center program permits you to upload a model file via a public website for a time comparison benchmark. HPCAC engineers will provide you remote accessibility to run the benchmark or provide you with a runtime comparison of the simulation on a specific computer configuration provided that you meet certain preconditions. HPCAC is only providing a time comparison benchmark and is not providing any information and/or analysis as to the accuracy of the simulation contained in your model file.

II. Pre-Conditions for Participation in the HPC Advisory Council Center Access

- a. You must complete and submit a pre-qualification form;
- b. If remote access is requested, you shall provide one static IP address from where the login access is granted;
- c. You must be able upload the needed input files, benchmarks, or applications to perform the simulation analysis;
- d. The software applications to benchmark must be those specified in the System Signup Form;
- e. One request is made for one type of compute cluster. If additional hardware configurations are required, a new request must be filed separately;
- f. Upon completion of the needed compute cluster resource, you agree to notify the HPCAC.

III. Provision of Results

- a. HPCAC will provide you the systems to run the benchmarks or software applications using the system

configurations provided by HPC Advisory Council and our compute resource partners. The configurations were specified in the Current Available System section in the "HPC Center" page (http://hpcadvisorycouncil.com/cluster_center.php) on the HPC Advisory Council web page. HPCAC is not providing information and/or analysis as to any other aspect of the simulation contained in your benchmarks or applications, including but not limited to, accuracy of your simulation.

- b. You may not publish any performance data without the prior written approval of the HPCAC. You further agree not to use any published results to directly compete with vendors supporting and/or providing the HPCAC hardware or software.
- c. HPCAC does not warrant the time results provided or that you will receive the same or similar simulation results on your computer configuration; results are for reference purposes only. THE TIME RESULTS ARE PROVIDED "AS IS" AND HPCAC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IV. Data Transfer and Website Disclaimer

- a. Data Transmission: HPCAC disclaims all responsibility for use of any website for data transmission related to the HPC Advisory Council Cluster Center program, including but not limited to, unauthorized access, or any virus or harmful program received via the service. You agree that you will be solely responsible for any damages that you may incur as a result of sending and receiving information over the designated websites for this HPC Advisory Council Cluster Center program. No information or data provided by you as a participant in this HPC Advisory Council Cluster Center program, and/or the results therefrom shall be treated as proprietary and/or confidential information. You agree that HPCAC may provide to any third party and/or publish any results from this HPC Advisory Council Cluster Center program without restriction.
- b. Admittance into the HPC Advisory Council Cluster

Center program does not guarantee access to the HPCAC Cluster Center systems. HPCAC does not guarantee 24/7 Cluster Center availability and you accept that Cluster Center System outages may occur. HPCAC is not liable for any lost data nor is responsible for any results you collect accessing the Cluster Center Systems.

V. Limitation of Liability

IN NO EVENT SHALL HPCAC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED AGENTS, OR ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AUTHORIZED AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGED OR CORRUPTED DATA, WHETHER ARISING UNDER CONTRACT, TORT, OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER OR NOT YOU HAVE BEEN MADE AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VI. General Provisions

- a. These terms and conditions state the entire agreement between you and HPCAC in regards to the HPC Advisory Council Cluster Center program and supersede any prior agreement, oral or written, relating to the HPC Advisory Council Cluster Center program.
- b. In the event of a conflict between anything on any website(s) related to the HPC Advisory Council Cluster Center program and these terms and conditions, these terms and conditions shall prevail.
- c. This agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. The parties hereby submit to the exclusive jurisdiction to the state and federal courts in Santa Clara County, California.



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