

Centre for Advanced Computing Services Agreement

In this Agreement, "You" and "Your" means the party placing the order for the services ("Service Order"); and "CAC" means the Centre for Advanced Computing (CAC), as an agency of Queen's University at Kingston and both of us are "Parties". This Agreement incorporates the Service Order and these terms and conditions and is effective upon clicking "I Agree" in the box provided, and as of the date of Your Service Order.

1. Services

CAC will provide the services to You as set out in the Service Order from the Effective Date, for the fee and during the agreed Term. All fees are payable upon placement of the Service Order.

2. Data Privacy, Security and Confidentiality

- a) You must notify CAC if personal health information (PHI) is to be transferred to CAC.
- b) The Parties agree to comply with all applicable privacy and data protection laws for the collection, use, storage, disclosure, retention and destruction of data, where applicable.
- c) All data transmitted and/or stored at CAC remains Your property and all data and user information is treated as confidential. All confidentiality obligations survive the expiry or termination of this Agreement for a period of three years.
- d) CAC has implemented robust security systems, policies and procedures in its data centre but does not guarantee that there will be no disruptions or security breaches beyond its control.
- e) You will take all reasonable measures to ensure Your software and data are free from viruses and other malware.
- f) If any attack is made on Your software, data or CAC's systems, You will cooperate with CAC to restore services, if required, or to remove the offending software or content.

3. No Liability

CAC is not liable to You or to any third parties for any damages for loss of profit or revenues, loss of use of the data or destruction of data, loss arising from or attributable to failure to realize anticipated savings, or for the cost of substitute services, facilities or equipment, downtime costs or claims for any other economic losses or any special, consequential, incidental, indirect or exemplary damages, even if either of these are known to be a possibility.

4. Intellectual Property ("IP")

Unless otherwise agreed, any methodologies developed by the CAC while providing the Services shall belong to CAC and may be used without restrictions to provide other services, however any existing IP created prior to this Agreement remains the property of the original owner.

5. General

These terms and conditions together with the Service Order are the entire Agreement between the Parties. No changes to the Service Order or these terms are accepted by CAC unless in writing. If any term is held to be invalid, the remainder of the terms shall be severable and remain in full force and effect. You may not assign or transfer this Agreement to anyone else without CAC's written consent. If CAC waives a provision it is not a continuing waiver and all the terms continue to apply. This Agreement is made under and governed by the laws of the Province of Ontario and any disputes shall be adjudicated in Ontario, Canada.