

Utilisation Agreement for the IT Landscape of the KI-Servicezentrum Berlin-Brandenburg

Provider

Hasso-Plattner-Institut für Digital Engineering gGmbH („HPI“)
- KI-Servicezentrum Berlin-Brandenburg -
Prof.-Dr.-Helmert-Str. 2-3
14482 Potsdam, Deutschland

Institutional User

Name
Address

Country

Project:

User

(Title)
First Name
Last Name
Address

Country

The KI-Servicezentrum Berlin-Brandenburg (hereinafter referred to as 'AISC-BB') is a facility of the Hasso Plattner Institute funded by the Federal Ministry of Education and Research with the aim of lowering barriers to the use of artificial intelligence (AI) in business and society through knowledge transfer and networking.

Research focuses on operational research to investigate an AI data centre with heterogeneous hardware and methodological research to adapt and optimise AI models.

The AISC-BB provides the user with resources such as computing power, storage space, data and models for the development and use of AI applications as part of the above-mentioned project. The user is the responsible contact person for the user.

In addition, the AISC-BB offers the user educational and counselling services in the form of workshops, individual consultations and online courses.

The user and the user accept the attached terms of use.

Place, Date

Signature Institutional User

Signature User

Attachment

Terms of Use for the IT Landscape of the KI-Servicezentrum Berlin-Brandenburg

Terms of Use for the IT Landscape of the KI-Servicezentrum Berlin-Brandenburg

Preamble

We, the Hasso-Plattner-Institut für Digital Engineering gGmbH based in Potsdam (hereinafter referred to as 'we' or 'the Provider'), are a non-profit research institution and provide the IT landscape of the KI-Servicezentrum Berlin-Brandenburg (AI Service Centre Berlin-Brandenburg, hereinafter referred to as 'KISZ-BB') to third parties and the project members named by them (hereinafter referred to as 'Users') for use for research purposes on the basis of these Terms of Use.

The KISZ-BB is intended to promote research in artificial intelligence ('AI') primarily in the Berlin-Brandenburg region in business and science. It conducts basic research in AI using an AI-specific IT infrastructure, uses low-threshold and agile services to transfer AI into practice and strengthens cooperation between science and industry for the benefit of both sides. An innovation ecosystem is to be created around the KISZ-BB, in which solutions can be jointly developed with expert support. The KISZ-BB should also enable research institutions and companies, especially SMEs (companies that fulfil the requirements of the EU definition of SMEs), not only to use AI applications, but also to understand them, develop them further and incorporate them into their processes. Through close dialogue, the needs of AI users are incorporated into research.

1. Subject Matter and Scope of the Terms of Use

1.1. KISZ-BB's IT landscape is available to all Users, including commercially orientated companies, free of charge for research purposes within the framework of pilot projects. The new development and adaptation of basic components used exclusively within the company are not part of our services.

1.2. The following services are offered to Users:

- computing and storage resources, including the necessary software and access models,
- training courses on the use of computing infrastructure,
- support for the implementation of smaller pilot projects at the KISZ-BB,
- AI consultancy services with regard to the use of the computing infrastructure provided,
- development services,
- open provision and further development of relevant software,
- open provision of pre-trained models and curated data sets.

IT security and user data sovereignty are taken into account in all services.

1.3 We are entitled to change the services offered by KISZ-BB (content, structure, etc.) if and insofar as this does not significantly impair the fulfilment of the purpose of the contract of use concluded with the User. We will inform the User of any such changes.

- 1.4 We reserve the right to amend these Terms of Use, in particular due to changes in the law or to enable better functionality of our service. Amendments to these Terms of Use will be sent to the e-mail address provided by the User, together with the new version. You shall be deemed to have accepted the changes unless you object to the change within a period of four weeks after receipt of the notification of change. An e-mail to us is sufficient for this purpose.
- 1.5 Terms and conditions of the User are not valid, even if we do not expressly object to them.

2. Availability, Possibility of Use

- 2.1 The IT landscape of the KISZ-BB is accessible at all times, provided that no unavailability is announced or technical failures restrict availability. We operate the KISZ-BB in the best possible way according to the state of the art for university research institutions, but do not guarantee availability.
- 2.2 The User is authorised to use the IT landscape of KISZ-BB individually according to duration, scope and availability on the basis of the commitment granted. The prerequisite for this is an application for the planned pilot project stating the project objectives, the estimated duration, the amount of data, the required computing power, the required hardware types and the required models and software.

3. Updates, Further Development

- 3.1 We will update and further develop the IT landscape of KISZ-BB within an appropriate organisational framework. We are free in the content and scope of these updates and further developments.

4. Registration

- 4.1. Use of the KISZ-BB IT landscape requires registration. The User is obliged to provide the data requested during registration correctly and completely.
- 4.2. After registration and project approval by the Steering Committee, the User will receive access data to the KISZ-BB IT environment. The User is obliged to protect the access data assigned to him/her from access by third parties.

5. Technical Requirements

- 5.1. The User must observe the technical requirements for access to KISZ-BB's IT landscape (supported connection types) in order to enable uninterrupted access. The User is responsible for the procurement and maintenance of the hardware and connections to public telecommunications networks required by him/her.
- 5.2. The User shall bear the costs of setting up his/her online connection and maintaining it on the User's side. We are not liable for the security and continuity of data communication conducted via third-party communication

networks. We are also not liable for disruptions in data transmission caused by technical errors or configuration problems on the User's side.

- 5.3. The User is responsible for the hardware and software he/she uses and for the communication channels he/she utilises.
- 5.4. We grant the User a simple, non-transferable right to use the IT landscape provided by KISZ-BB. This right includes the training of AI models or inference using AI models as well as the execution of prototype AI applications. The User may only use the IT landscape of KISZ-BB in test mode and not productively and exclusively within the framework of the requested research or pilot project for the provision of services in accordance with the contract. The right of use is limited to the term of the licence agreement. Subsequent commercial utilisation of models and prototypes trained and tested in the KISZ-BB IT landscape remains unaffected by this.
- 5.5. The User must take suitable measures that correspond to the state of the art (anti-virus software, security updates, etc.) in order to prevent damage to hardware and software in the IT landscape of KISZ-BB.
- 5.6. The User may be obliged to take advantage of thematically appropriate training courses offered by KISZ-BB in advance. The training courses serve to ensure proper handling of the KISZ-BB's IT landscape.

6. Pre-existing Rights

- 6.1. Inventions that were reported to the employer prior to the signing of these terms of use (§ 5 ArbNErfG), property rights and know-how created prior to the signing of these terms of use (hereinafter referred to as 'Old Rights') shall remain with the respective owner(s).
- 6.2. In addition, the rights to the data used remain with the respective owner. We recommend using synthetic test data for training or inference by the KISZ-BB IT landscape, but not production data.
- 6.3. If the User nevertheless decides to use production data, he/she is obliged to pseudonymise or anonymise the data used in the application. In the case of pseudonymised data, it must be ensured that we do not become aware of the key. Should personal data nevertheless be disclosed to third parties because anonymisation or pseudonymisation has been omitted, the User shall be liable.

7. New Rights

- 7.1. The following results, among others, can be generated when using the KISZ-BB's IT landscape: Research results, trained models, synthesised data sets and created algorithms. If the User reports inventions to his/her employer after signing these terms of use (§ 5 ArbNErfG) or publishes them, applies for or is granted industrial property rights to them or if know-how is created by the User after signing these terms of use (hereinafter referred to as 'new rights'), these shall remain with the User as a matter of principle.

- 7.2. However, the User undertakes to inform us immediately of any new rights, including information on whether they will be transferred to his/her employer (e.g. in accordance with the provisions of the Arbeitnehmererfindungsgesetz (Employee Inventions Act)).
- 7.3. The User grants us a non-exclusive, transferable right to use these new rights for the purposes of research and teaching or ensures - in the event that he/she is no longer the owner or authorized user of these new rights - that the owner grants us a corresponding right.
- 7.4. In the event that and to the extent that neither the User nor his/her employer applies for new rights or drops such new rights again (also in individual countries), the User shall offer us these new rights in writing immediately or, in the event of dropping, in good time before they are dropped for takeover at reasonable and customary market conditions. We may declare this takeover by written declaration to the User within a period of one (1) month after the corresponding notification by the User, and the contracting parties shall then negotiate a transfer agreement at reasonable and customary market conditions, taking into account the principles of good faith.
- 7.5. The User undertakes that he/she will not allow third parties to work on the subject matter of the contract until they have assumed the obligations under this contract mutatis mutandis and, in particular, the direct transfer of their rights to the results to the User is ensured.

8. Reporting

- 8.1 The User is obliged to provide us with a written report on the implementation of the pilot project at the end of the utilisation period.
- 8.2 Upon request, the User is also obliged to report verbally to the Steering Committee, which does not meet in public, on his/her work and findings at the end of the utilisation period.
- 8.3 The Steering Committee may ask the User to present his/her research and key findings to the interested scientific community at suitable events at the end of the utilisation period.

9. Publications

- 9.1 Furthermore, the User undertakes to submit any manuscripts intended for presentation or publication to us for review at least two (2) weeks prior to the review of the publication or presentation. If we notify the User within one (1) week of receipt of these documents that we consider our confidentiality interests or other rights to be affected by the publication or presentation, the User shall either refrain from the publication or presentation or remove the information that we consider to be confidential. Consent to publication or presentation shall be deemed to have been granted if we do not respond to the User within the deadline.
- 9.2 The User is obliged to include the following funding notice in all publications related to the use (scientific articles, reports):

DE: Das diesem Bericht zugrunde liegende Vorhaben wurde mit Mitteln des Bundesministeriums für Bildung und Forschung unter dem Förderkennzeichen »KI-Servicezentrum Berlin-Brandenburg« 01IS22092 gefördert. Die Verantwortung für den Inhalt dieser Veröffentlichung liegt bei der Autorin/beim Autor.

EN: The project on which this report is based was funded by the Federal Ministry of Education and Research under the funding code "KI-Servicezentrum Berlin-Brandenburg" 01IS22092. Responsibility for the content of this publication remains with the author.

- 9.3 The User is obliged to provide us with all publications related to the use of the IT landscape (scientific articles, reports) free of charge as PDF files.

10. Remuneration

- 10.1 The use of the services listed in section 1.2 is generally free of charge.
- 10.2 Separate remuneration agreements may be concluded for extended services (deviating from section 1.2) in preparation for or during the performance of research work and experiments.
- 10.3 The User is responsible for the administrative maintenance/servicing of his/her own software layers (e.g. operating system, app server, app) and bears the necessary expenses for this.

11. Processing of User Data

- 11.1. We collect and store the User data required for contract processing. Details can be found in the data protection information available online. Users can obtain information about the personal data stored about them at any time.
- 11.2. Our data protection information is available at the following link: <https://hpi.de/en/data-protection/>

12. Liability

- 12.1 Claims of the parties against each other for compensation of damages are excluded, unless they are based on intent or gross negligence. This also applies to indirect damages.
- 12.2 The above limitations and exclusions of liability do not apply to claims under the Product Liability Act, for fraudulent conduct or for damages resulting from injury to life, body or health.
- 12.3 The restrictions of paragraphs 1 and 2 shall also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.
- 12.4 The limitations of liability resulting from paragraphs 1 and 2 shall not apply if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item. The same applies if we and the User(s) have reached an agreement on the quality of the item. The provisions of the Product Liability Act remain unaffected.

13. Confidentiality

- 13.1 The parties undertake to keep secret for a period of ten (10) years from the termination of the contract all information that becomes accessible to them in connection with this contract and that is designated as confidential or is otherwise recognisable as business or trade secrets of a party or one of the partners of KISZ-BB and - unless necessary to achieve the purpose of the contract - not to record, pass on or exploit it.
- 13.2 They shall ensure through suitable contractual agreements with the employees and other third parties working for them that they also refrain from any exploitation or unauthorised recording of such business and trade secrets.

14. Contract Cancellation

- 14.1 The contract may be terminated at any time by either party without giving reasons with a notice period of six (6) weeks. The cancellation must be in text form. The provisions in sections 6, 7, 9 and 13 remain unaffected by such a cancellation.
- 14.2 In the event of improper use of the KISZ-BB IT environment, in particular by knowingly or unintentionally violating applicable law or these Terms of Use, we shall be entitled to terminate the agreement extraordinarily and without notice. In this case, we expressly reserve the right to assert further legal claims, in particular for damages.

15. Final Provision

- 15.1 No verbal collateral agreements have been made. Additions and amendments to these Terms of Use must be made in writing to be effective. This also applies to the amendment of this written form clause. In particular, supplementary co-operation agreements may be concluded.
- 15.2 Should any provision of these Terms of Use be or become invalid or void, this shall not affect the remainder of the agreement. The parties shall replace such provisions with new, valid provisions that most closely fulfil the purpose of the agreement.
- 15.3 This agreement and its interpretation shall be governed exclusively by German law.
- 15.4 Place of fulfilment and jurisdiction is - as far as permissible - Potsdam.
- 15.5 The German version of this document shall prevail. The English version is a convenience translation only.