

## Conditions for the use of IaaS, PaaS and SaaS services provided by ReCaS-Bari (Terms of Use)

Hereinafter with Resources we mean resources made available by the Data Center ReCaS-Bari through the Cloud Platform, in IaaS, PaaS or SaaS mode.

1. INFN and UNIBA signed on 11/02/2021 the Agreement for the management of the Data Center ReCaS-Bari infrastructure (Management Agreement), through which it is made available, also to third parties (hereinafter Users) the use of Cloud Resources.
2. The Management Agreement implements the Joint Controllers Agreement signed on 21/2/2020 by INFN and UNIBA pursuant to EU Regulation 2016/679 for the management of data processed within the Data Center ReCaS-Bari.
3. Access to the Platform is provided under the conditions of use, insofar as they are compatible, with the GARR Acceptable User Policy, with the Regulations for the use of IT resources in the Data Center ReCaS-Bari, and with the ReCaS-Bari AUP.
4. By signing this document, the User/Service Administrator (see p. 1 ReCaS AUP) declares to possess technical knowledge necessary to ensure the correct use, administration and management of the Resources made available by the INFN and by UNIBA in the Data Center ReCaS-Bari, and undertakes to enforce all the requirements set out in this document and the rules referred to therein by the persons who allow the use of the Resources, indemnifying and holding INFN and UNIBA harmless from any eventual request or claim for compensation for damages by anyone who finds title in the violation of the aforementioned provisions and in any case in the behavior of the User and / or of the subjects to whom he has allowed the use.
5. The User / Service Administrator is allowed to dispose of the Resources in accordance with and within the limits of the Project / Agreement / Contract / Convention for which access has been granted, in compliance with all the rules referred to in point 2) is forbidden:
  - a. To carry out commercial, or otherwise lucrative, unauthorized activities, transmit commercial or advertising material (spamming) or allow the use of the Resources by third parties for such activities;
  - b. To carry out activities in any case suitable for damaging, destroying, compromising the security of the Resources or aimed at violating confidentiality and / or causing damage to third parties;
  - c. To Implement activities aimed at circumventing the provisions of this document or in the Policies or Regulations referred to in point 2 above or to obtain services in excess of those stipulated;
  - d. To use IP addresses other than those assigned;

- e. To Create, transmit or store images, data or other material that is offensive, defamatory, obscene, indecent or that undermines human dignity, especially if it relates to sex, ethnicity, religion, political opinions or personal or social condition;
  - f. To access or use any system without authorization, including attempts to scan and check for possible vulnerabilities;
  - g. To falsify the headers of TCP / IP packets, e-mail messages or any part of a message that describes its origin or path;
  - h. To implement port scanning, network scanning, denial of service (DoS) and distributed denial of service (DDoS) activities;
  - i. Host services that disseminate unauthorized traffic, such as open relays or TOR exit nodes;
  - j. To implement Virtual Currency Mining activities;
  - k. To establish or operate any type of game server.
6. The Service Administrator undertakes, also in the name and on behalf of the subjects to whom he has in any capacity permitted to use the Resources, to use them exclusively for lawful purposes and in compliance with national, EU and international law, as well as regulations and habits of use of the networks and services accessed.
7. The Service Administrator declares that he is the exclusive administrator of the Resources (to the extent that the definition of administrator is appropriate for the Resources obtained) and that he is therefore solely responsible:
  - a. The management of data and / or information and / or content processed by the same on the platform, their security, their saving and any useful or necessary activity to guarantee their integrity, undertaking to apply suitable and adequate security measures;
  - b. The content of information and data accessible and / or made available on the platform and in any case for any reason, transmitted or put online;
  - c. Of the malfunctions of the Resources due to uses that do not comply with the requirements set out in this document;
  - d. For the loss or disclosure of access credentials;
  - e. Management of access to Resources by changing the access credentials at least every 12 months;
  - f. If the user / Service Administrator wishes to share the responsibility of administrator of the Resources and therefore no longer be the exclusive administrator, he must follow the procedures decided by UNIBA and INFN for the ReCaS-Bari Data Center, as documented on <http://link-where-all-policies-and-procedures-will-go>. In any case, they will not be able to share their credentials.
8. The Service User/Administrator undertakes to promptly report to the Coordinator of ReCaS-Bari any use of the Resources that does not comply with the provisions of this document or any security breaches of which he has become aware.

9. The User / Service Administrator undertakes, also in the name and on behalf of the subjects to whom he has in any capacity allowed to use the Resources, not to install software without a regular license.
10. The User / Service Administrator is solely and exclusively responsible for any operation carried out without prior formal agreement with INFN and UNIBA, relating to the use, management and administration of the Resources, with reference to which he undertakes to:
  - a. Respect and make third parties comply with the applicable legislation in force, including that dedicated to the protection of personal data pursuant to EU Regulation no. 679/2016 and Legislative Decree n. 196/2003 as amended and integrated by Legislative Decree 101/2018 and subsequent amendments;
  - b. Indemnify and hold INFN and UNIBA harmless from any and all claims or claims for direct or indirect damages, of any nature or kind, by anyone advanced.
11. The User / Service Administrator undertakes to indemnify and hold INFN and UNIBA harmless from any and all questions or claims of third parties for damages caused to them by or through the use of the Resources, bearing the costs and compensation, legal fees and expenses that may arise from liability actions, undertaking to inform the ReCaS-Bari Coordinator of the actions taken against them.
12. INFN and UNIBA will in no case be held responsible for the use of the Resources in relation to critical situations that involve, by way of example, risks to the safety of people, damage to the environment, to services intended for people or damage to implants.
13. INFN and UNIBA will in no case be responsible for the information, data, content entered, transmitted or otherwise processed by the User / Service Administrator in the use of the Resources and in general connected to the use of the Resources themselves. and reserves the right to take any initiative and action to protect its rights and interests. The User remains the sole owner pursuant to EU Regulation no. 679/2016 as well as of Legislative Decree 196/2003 as amended and integrated by Legislative Decree 101/2018 and of the processing of data entered and / or processed on the Platform.
14. INFN and UNIBA, through the Coordinator, reserve the right to activate automatic intrusion detection (IDS) and intrusion prevention (IPS) systems designed to detect and prevent any violations of the security rules of the Platform.
15. INFN and UNIBA reserve the right to remove or block any content or resource that violates the content of this document.
16. INFN and UNIBA, at their discretion and without the exercise of this right being contested as non-fulfillment or violation of any contract, reserves the right to suspend the availability of the Resources, even without prior notice, in the event that:
  - a. the User violates even one of the provisions contained in this document or in the Policies and Disciplinary referred to in point 2 above;
  - b. There are good reasons to believe that the Resources are being used by unauthorized third parties.

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- c. There are cases of force majeure or circumstances which, at the sole discretion of INFN and UNIBA, require the carrying out of emergency interventions or related to the resolution of security problems, danger for the entire network and / or for people or things; in this case, the availability of the Resources will be restored when INFN and UNIBA, through the ReCaS-Bari Coordinator, have assessed that the causes that led to its suspension have been effectively removed or eliminated;
- d. The User is involved, for any reason, in any judicial or even extrajudicial dispute of a civil, criminal or administrative nature in the event that said dispute relates to acts and behaviors implemented through the Resources;
- e. The suspension is requested by the Judicial Authority.

ReCaS-Bari reserves the right to modify this document in the future. The content of these new versions will completely replace this version and will have the same value as this document. These new versions will be published on the ReCaS-Bari website at least one month before the entry into force and a copy will be sent, using the email box used to register, to all Users who will have the option of not accepting it. Failure to accept the new version will result in the forfeiture of the right to use the resources. Continuing to use the resources of the ReCaS-Bari Data Center after the entry into force of the new version will imply its acceptance.



## ReCaS-Bari Acceptable Use Policy (AUP)

The National Institute of Nuclear Physics (INFN) and the University of Bari Aldo Moro (UNIBA, signed on 11/02/2021 the Agreement (hereinafter the Management Agreement) for the management of the Data Center ReCaS-Bari, on the basis of which, for the management of the Center, the Joint Committee and the Coordinator are used. The Management Agreement acknowledges the joint Controllers agreement signed on 21/2/2020 by INFN and UNIBA pursuant to the Regulations EU 2016/679 for the management of data processed within the Data Center ReCaS-Bari Center.

INFN and UNIBA make available, through the Data Center ReCaS-Bari, a series of services in Cloud mode **for the purposes set out in the Management Agreement: scientific research, institutional activities, support for conventions / agreements entered into with third parties.**

Considering that the IT resources of ReCaS-Bari use the GARR network, this AUP derives from the AUP adopted by GARR.

The use of ReCaS-Bari is allowed to employees and associates of INFN, employees, doctoral students and students of UNIBA and to personnel of third parties who participate in activities defined in a contract or agreement with INFN and UNIBA, also separately, authorized by the joint committee and the coordinator after reading, understanding and explicit acceptance of the terms and conditions indicated in this document.

Definitions:

**User:** Anyone who obtains, for any reason whatsoever, permissions to access or use resources instanced on the ReCaS-Bari Cloud infrastructure;

**Service Administrator:** A user who has access to instantiate resources, add Users, or administer a service.

ReCaS-Bari Users are subject to the following terms and conditions:

1. The User undertakes to comply with all the following conditions and those specified in the document "Conditions for the Use of IaaS, PaaS and SaaS Services provided by ReCaS-Bari" which defines the conditions for the use of an IaaS, PaaS or SaaS type platform provided by ReCaS-Bari;
2. The User must be identified, through an identity document, in an authentication source accepted by ReCaS-Bari;
3. Access is subject to prior approval by ReCaS-Bari through the Coordinator or the persons authorized;
4. The Service Administrator may give Users access to the resources assigned to him under the following conditions:

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- a. The Service Administrator undertakes to identify any User to whom he will give access and will at any time be able to provide the list of such Users to INFN and UNIBA;
  - b. The Service Administrator undertakes to have this AUP signed, as well as the documents listed in point 1) and any updates to all Users to whom it will give access, as well as the rules of use for the use of IT resources adopted by ReCaS -Bari. The service administrator must block access to users who do not accept the new versions of the aforementioned documents. It also undertakes to verify that users have completed a basic IT security course as provided by the institution / body to which the same user belongs;
  - c. The Service Administrator DOES NOT share privileged access to the resources allocated to him;
  - d. If the Service Administrator wishes to share the responsibility of administrator on the resources assigned to him, he must follow the procedures adopted by ReCaS-Bari and documented in the document called "Regulations for the use of IT resources in the Data Center ReCaS-Bari";
5. The User DOES NOT share his credentials to access the ReCaS-Bari services.
  6. The User undertakes to promptly follow the instructions that will eventually be communicated by the ReCaS-Bari Coordinator;
  7. The User undertakes to communicate any violation of these conditions to the ReCaS-Bari Coordinator;
  8. The Service Administrator agrees that the resources he will install are subject to periodic security scans and undertakes to promptly resolve or mitigate any vulnerability that will be reported to him by following any suggestions received;
  9. The use of resources is allowed only for the purposes provided for in the Management Agreement;
  10. The User accepts the fact that ReCaS-Bari, although it offers assistance and undertakes to ensure a prompt resolution of any problems relating to the interruption of the service, cannot offer a guarantee on the continuity of the service;
  11. The User accepts the fact that, unless explicitly agreed, ReCaS-Bari cannot be held responsible for the data back-up;
  12. The User accepts that logs on the use of ReCaS-Bari will be kept in accordance with current regulations and the INFN and UNIBA regulations, as well as on the basis of the Regulations for the use of IT resources in the Data Center ReCaS-Bari;
  13. The User accepts that the INFN and / or UNIBA staff who contribute to the operation of the center can monitor the resources used;
  14. The Administrators of ReCaS-Bari will be able to guarantee support in response to a specific request from the User and after configuration by the same of access to the machines using an ssh key;
  15. If the user requests maintenance, it will be his responsibility to make a backup of the data, since any deletion of the data, following the maintenance intervention, can in no case be charged to the persons involved in the activities of ReCaS\_Bari in charge of carrying it out.

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A violation of this AUP can lead to a suspension or revocation of access to the resources offered to the User on ReCaS-Bari.

The most up-to-date version of this document and all the documents to which it refers can be found at [https://www.recas-bari.it/images/manuali/AUP\\_ToU\\_ReCaS\\_EN\\_22.pdf](https://www.recas-bari.it/images/manuali/AUP_ToU_ReCaS_EN_22.pdf)