

ADDITIONAL TERMS AND CONDITIONS FOR FLACS-CLOUD

(Updated: September 6th 2021)

Preamble

These terms and conditions ("Terms") shall apply between Gexcon AS ("Gexcon") and a customer that licenses FLACS-CLOUD.

The Customer agrees that any person given access to FLACS-CLOUD by the Customer shall be informed of these Terms, and that the Customer shall be liable for any acts or omission by such persons as if such acts or omissions were performed by the Customer itself.

The following is included in the FLACS-CLOUD subscription:

- Access to 200+ dedicated FLACS-CLOUD CPU-cores (of type AWS c5.xlarge or similar)
- 4GB RAM available per CPU-core
- Each simulation can be run on up to 8 CPU-cores (openMP)
- 1TB disk space on FLACS-CLOUD (hosted on AWS in central Europe)
- Secure encrypted connection for file upload/download
- Access via the FLACS-CLOUD GUI interface in the FLACS run-manager
- Standard email support via FLACS@gexcon.com

1. Service availability:

The subscription fee for entire contract period will be invoiced at the beginning of the service, subsequently CPU-hours will be charged at a rate detailed on the order form. Incurred CPU-hour costs will be invoiced on a monthly basis (amounts lower than 500 Euro will be pushed to the next month for invoicing or invoiced on a quarterly basis). Standard 30-day payment terms apply.

The customer is responsible for all CPU-hour costs. To reduce consequences of accidental overuse, FLACS-CLOUD includes option to set a CPU-hour ceiling, if the CPU-hour usage exceeds this ceiling, all simulations will be automatically stopped and it won't be possible to start new simulations, until the ceiling is increased. Unless otherwise specified a ceiling of 100 000 CPU-hours will be set. If the user requires/wishes a higher or lower ceiling this should be stated before start of the service. The order form signatory or their approved nominees can request to increase the CPU-hour ceiling via email.

Gexcon AS will make a best effort to ensure high availability of the FLACS-CLOUD service. In case of disruptions aim to resolve these within one business day of the issue being reported whenever possible. Occasionally it may be required to briefly shut down the service for planned and unplanned maintenance. In the unlikely event that availability drops below the following values in a specific month, a discount will be provided on the pro-rated subscription cost for that month. This discount only applies to the subscription component, not the incurred CPU-hour costs:

- Monthly availability less than 90% : 25% discount (on pro-rated monthly cost)
- Monthly availability less than 80%: 50% discount (on pro-rated monthly cost)
- Monthly availability less than 70%: 100% discount (on pro-rated monthly cost)

FLACS-CLOUD will not be considered as Unavailable for any downtime or outages that result from any planned maintenance performed by Gexcon or Gexcon's cloud hosting provider, which shall be communicated to Licensee from time to time (collectively referred to herein as "Scheduled Maintenance").

2. Data storage, confidentiality and collecting usage statistics:

The customer data used to run the simulations and the simulations results are stored in one of the AWS data centres located in central Europe (Frankfurt or similar). We use encrypted connections and standard AWS security functionality and protocols to ensure customer data is kept confidential and secure. For more information see <https://aws.amazon.com/security/>.

As the AWS system is managed by Gexcon AS, a few selected SW employees have access to customer data. Any access to raw customer data will only be used in order to support the customer if any issues occur with the performance of the system and will not be shared with any other parts of Gexcon AS, without explicit permission from the customer. To allow us to invoice and monitor the stability and performance of the FLACS-CLOUD system and help us improve the service in future, we collect some high-level metadata from each simulation (e.g. simulation type, number of grid cells, result file size, CPU-hours etc.).

The FLACS-CLOUD disks are intended for temporary storage of simulations and results. Users can leave data there, but it is generally recommended to download data soon after simulations are finished and delete data. This will ensure there is sufficient room for new simulations. When the FLACS-CLOUD subscription expires, customer data on FLACS-CLOUD will be permanently deleted after 1-2 weeks after expiration.