

## ONTIC ACCEPTABLE USE AGREEMENT

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### 2. GENERAL CONDITIONS

- (i) You will not impersonate any individual or entity, misrepresent any affiliation with another person, entity or association, use false information, or otherwise conceal Your identity from ONTIC at any time for any purpose.
- (ii) You consent that ONTIC can make public or otherwise disclose Your name as the registered requestor, the name of Your Affiliated Institution, the name of the dataset(s) that ONTIC has made available to You under this AUA, and the brief description of the type of research being undertaken that You provided to ONTIC.
- (iii) You will abide by any and all modifications. If a modification occurs, it will be explicitly communicated to You via Your registered email address and shall become effective fifteen (15) days after the transmission of such notification. Your continued access to or use of the data after such time shall indicate Your assent to any and all modification(s). If You do not agree to comply with the modification(s), You agree that You will: (a) inform ONTIC immediately, at which point Your access to the data will be terminated and no longer authorized; and, (b) no longer access or use this data.

### 3. USE RESTRICTIONS

If You have any concerns or questions about these restrictions, You are encouraged to contact ONTIC management via email to [ontic@ict-ontic.eu](mailto:ontic@ict-ontic.eu). To obtain an exemption from any of these restrictions, You will need a written authorization from ONTIC management.

- (i) You will not attempt to reverse engineer, decrypt, de-anonymize, derive or otherwise re-identify anonymized information.
- (ii) You will not distribute, disclose, transfer or otherwise make available the dataset(s) to any person other than those employed by your institute who are assisting or collaborating with You using the dataset(s). Other entities with whom You are collaborating in research using the dataset(s) must request access to the dataset(s) separately and directly from ONTIC.
- (iii) All conditions, restrictions and obligations attached to this data shall accompany any and all subsequent uses and disclosures of this dataset by You. Therefore, You are personally and fully responsible for communicating this AUA and ensuring its compliance as to any and all users described above to whom You make the data available.

### 4. USE OBLIGATIONS

- (i) If You create a publication (including web pages, papers published by a third party, and publicly available presentations) using data from this dataset, You must provide ONTIC with a copy of (or a link to) the publication and You must cite the data as follows:

ONTIC ONTS Anonymized Traces - [dates used],  
<http://ict-ontic.eu/data/onts>

- (ii) At the end of the research, or semi-annually (whichever is sooner), You will report a summary of the research and any findings/conclusions to ONTIC. This information is used in reports to our funding agencies.
- (iii) You agree to expunge any and all copies of the received Dataset(s) upon completion or termination of stated research and/or termination of data access or use. Completion of stated research shall allow for a reasonable period of time that You may need to retain the dataset(s) in order to satisfy scientific reproducibility obligations.

### 5. ACCOUNTABILITY AND ENFORCEMENT

- (i) You agrees to safeguard any and all sensitive data as required, or may be required, by law by using at least the same degree of care that You uses for its own data of a like nature but no less than a reasonable degree of care, to protect the confidentiality of data and/or the privacy of any identifiable person and to prevent its unauthorized disclosure and use. Data is confidential if it is marked as such, if by its nature or content is reasonably distinguishable as confidential, or if You have reasonable cause to believe that its disclosure to a third party would cause harm or damage.

Data is not confidential and therefore not sensitive if: (a) You already knew the data before it was disclosed to You by ONTIC; (b) You gain subsequent knowledge of the data by either lawfully obtaining it from another source under no obligation of confidentiality, or You develop it independently; (c) the data is or becomes generally available to the public through

no wrongful act of You or any other party; (e) it is required to be disclosed under applicable law, regulation or court order provided You notify ONTIC prior to making such a disclosure so that ONTIC may take appropriate action.

- (ii) You will notify ONTIC immediately of all relevant details if: (a) confidentiality or privacy is compromised; or (b) You receive any legal, investigatory, or other government demand to reverse engineer, decrypt, de-anonymize or otherwise disclose anonymized or confidential data.
- (iii) If requested, You will provide ONTIC evidence of compliance with this AGREEMENT, such as a written description of Your data protection plan or a written affirmation that You have disposed of any and all copies of the received dataset from all systems reasonably known to you.
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## **6. INTELLECTUAL PROPERTY**

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- (i) Except as specifically provided in paragraphs (ii), (iii) or (iv) of this Section, all right, title and interest in and to any "Intellectual Property" any invention, discovery, improvement, computer or other program, related documentation and work of authorship that is developed for commercial use by You or Your employer, employees or agents, either individually or jointly with ONTIC, using any information provided by ONTIC under this Agreement, shall be the joint property of ONTIC and You, and that shared portion is hereby assigned to ONTIC, solely for its non-profit educational and/or research purposes. As between ONTIC and You, You retain exclusive and all right, title and interest in and to "Your Intellectual Property" the information originating with or provided by You.
- (ii) You obtain an exemption from the default Intellectual Property provisions in Section (i) for specific developments via a written authorization from ONTIC management;
- (iii) You make the Intellectual Property freely available and without restrictions to the public,

provided such disclosure complies with obligations regarding sensitive information described in Section 5(i).