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## Rescale Service Terms

*Last updated February 22nd, 2012*

The following Service Terms apply only to the specific Services to which the Service Terms relate. In the event of a conflict between the terms of these Service Terms and the terms of the [Rescale Customer Agreement](#) or other agreement with us governing your use of our Services (the “Agreement”), the terms and conditions of these Service Terms apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

### 1. Universal Service Terms (Applicable to All Services)

1.1. You may only use the Services to store, retrieve, query, serve, and execute Your Content that is owned, licensed or lawfully obtained by you. As used in these Service Terms, “Your Content” includes any “Company Content”. As part of the Services, you may be allowed to use certain software (including related documentation) provided by us or third party licensors. This software is neither sold nor distributed to you and you may use it solely as part of the Services. You may not transfer it outside the Services without specific authorization to do so.

1.2. You must comply with the current technical documentation applicable to the Services (including the applicable developer guides) as posted by us and updated by us from time to time on the Rescale Site. In addition, if you create technology that works with a Service, you must comply with the current technical documentation applicable to that Service (including the applicable developer guides) as posted by us and updated by us from time to time on the Rescale Site.



block or interfere with our monitoring, but you may use encryption technology or firewalls to help keep Your Content confidential. You will reasonably cooperate with us to identify the source of any problem with the Services that we reasonably believe may be attributable to Your Content or any end user materials that you control.

1.4. If we reasonably believe any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement (including the documentation, the Service Terms, or the [Acceptable Use Policy](#)) (“Prohibited Content”), we will notify you of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If you do not remove or disable access to the Prohibited Content within 2 business days of our notice, we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, pursuant to the Digital Millennium Copyright Act or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove content without prior notice, we will provide prompt notice to you unless prohibited by law.

1.5 From time to time, we may offer free or discounted pricing programs covering certain usage of the Services (each, a “Special Pricing Program”). We may stop accepting new sign-ups or discontinue a Special Pricing Program at any time. Standard charges will apply after a Special Pricing Program ends or if you exceed the limitations by the Special Pricing Program. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the Special Pricing Program as described in the offer terms for the Special Pricing Program or on the pricing page for the eligible Service(s). You may not access or use the Services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple Rescale accounts in order to receive additional benefits under a Special Pricing Program), and we may immediately terminate your account if you do so. Any data stored or instances provided as part of a Special Pricing Program “must be actively used.”

1.6 You will ensure that all information you provide to us via the Rescale Site (for instance, information provided in connection with your registration for the Services, requests for increased usage limits, etc.) is accurate, complete and not misleading.

## 2. Rescale Simulation Platform

2.1. You are responsible for maintaining licenses and adhering to the license terms of any software you run.

2.2. Using Microsoft Software. As part of the Services, you may be allowed to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the “Microsoft Software”). If you choose to use the Microsoft Software, Microsoft and its licensors require that you agree to these additional terms and conditions:



- You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- You may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Services. Do not contact Microsoft for support.
- You are not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, “High Risk Use”). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

2.3. Using IBM Software. As part of the Services, you may be allowed to use certain software (including related documentation) developed and owned by International Business Machines Corporation or its licensors (collectively, the “IBM Software”). If you choose to use the IBM Software, IBM and its licensors require that you agree to the additional terms and conditions:

- The IBM Software is neither sold nor distributed to you and you may use it solely as part of the Services.
- You may not transfer the IBM Software outside the Services.
- Your use of the IBM Software is subject to the terms and conditions defined in the IBM License Information (“IBM LI”) for each IBM Software program and any applicable terms for Separately Licensed Code contained therein. You can access the applicable IBM LI [here](#).
- Any restrictions in the IBM LI regarding Processor Value Units (“PVUs”) apply to your use of the IBM Software as part of the Services. IBM's current conversion table for applying PVUs to the Services can be found [here](#). The IBM LI may refer to products or features that are not available as part of the Services.
- By using the IBM Software, you hereby agree to be bound by the terms of the applicable IBM LI, which is presented the first time you access the relevant machine image.
- We may disclose your company name, the IBM Software your company has used, and your company's total usage fees for the IBM Software (collectively, “Usage Data”). IBM is required to keep Usage Data confidential and IBM cannot use Usage Data for marketing or lead generation.



additional terms and conditions:

- Your use of the Novell Software is subject to the terms and conditions of the Novell End User License Agreement (“Novell EULA”) provided with the Novell Software. By using the Novell Software, you hereby agree to be bound by the terms of the applicable Novell EULA, which is presented the first time you access the relevant machine image.

2.5. Using Red Hat Software. As part of the Services, you may be allowed to use certain software (including related support, maintenance, and documentation) developed, owned or provided by Red Hat, Inc. or its licensors (collectively, the “Red Hat Software”). If you choose to use the Red Hat Software, Red Hat and its licensors require that you agree to these additional terms and conditions:

- Red Hat disclaims any (i) warranties with respect to the Red Hat Software and (ii) liability for any damages, whether direct, indirect, incidental, special, punitive or consequential, and any loss of profits, revenue, data or data use, arising from your use of the Red Hat Software.
- Your use of the Red Hat Software is subject to the terms and conditions of the Red Hat Cloud Software Subscription Agreement currently located at [www.redhat.com/licenses/cloud\\_cssa/](http://www.redhat.com/licenses/cloud_cssa/) (the “Red Hat CSSA”). By using the Red Hat Software, you hereby agree to be bound by the terms of the Red Hat CSSA.

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