

Helmi Terms of Use for Academic Use Pilot

Version 1.0

Definitions

“**Helmi**” means the quantum computer and related service offered by VTT Technical Research Centre of Finland Ltd (“**VTT**”) including, but not limited to all software, compilers, user interface, or GUI, different back-ends, the information provided in or by the service, processing time offered, the forum and community, and related web pages, as well as all systems, programs, files, and /or data communication possibilities associated with the service. But excluding the access management service that is provided by CSC and are subject to the Relevant Terms with CSC. Helmi, including all rights, title and interest therein are owned or controlled by VTT.

“**Input(s)**” means all data, software, and information the User provides or inputs to Helmi. This includes, but is not limited, to any algorithms, data or code uploaded, stored and/or executed by the User.

“**Helmi Privacy Notice**” means the Helmi Privacy Notice for Research document (https://a3s.fi/FiQCI/Helmi_Privacy_Notice_for_Research.pdf), as amended from time to time in accordance with the procedure described in the Helmi Privacy Notice.

“**Helmi Project**” means a project which has been approved as a CSC Project (as defined in the General Terms of Use for CSC’s Services for Research and Education) which may be granted access to Helmi. One of the Users of such Helmi Project acts as a Helmi Project Manager.

“**Helmi Project Manager**” means the project manager responsible for Helmi Project (same person as the CSC Project Manager as defined in the General Terms of Use for CSC’s Services for Research and Education).

“**Helmi Project member**” means a CSC Project member (as defined in the General Terms of Use for CSC’s Services for Research and Education) who has been granted Project membership in a Helmi Project by the Helmi Project Manager.

“**Output**” means any code, data and results based on the data, or information the user receives from Helmi or VTT from the use of the Helmi service.

“**Relevant Terms**” means these Helmi Terms of Use, the General Terms of Use for CSC’s Services for Research and Education and the LUMI General Terms of Use.

For further definitions, please see General Terms of Use for CSC’s Services for Research and Education (<https://research.csc.fi/general-terms-of-use>).

Scope and Agreement

These Helmi Terms of Use (“**Terms**”) define the acceptable, but also the unacceptable and prohibited uses of Helmi in the academic use pilot phase. By acceptance of these Terms, you (“**User**”) enter into a binding legal agreement on the use of Helmi (“**Agreement**”) between VTT and you and if you are Helmi Project Manager, also your employer or other entity of affiliation (you and your entity of affiliation hereinafter referred to as “**Helmi User**”). The Agreement consists of (a) these Terms, as they may be amended from time to time as provided below and (b) the Helmi Privacy Notice. When accepting the Terms, you confirm that you have read and understood the Agreement, and that you agree and if you are Helmi Project Manager have authority to agree on behalf of your entity of affiliation (legal entity) to this Agreement. If

you are Helmi Project Manager, you agree that your entity of affiliation shall be responsible for the use of Helmi in accordance with the Relevant Terms by you and by all Helmi Project members within your Helmi Project.

Term

The Agreement is effective when you click to accept these Terms and remains in effect until terminated as provided herein. VTT may terminate the Agreement and terminate, suspend, revoke or limit your access to Helmi at any time at VTT's discretion. Among other things any non-adherence or violation of these Terms or the end of your affiliation to your entity of affiliation may lead to immediate suspension or revocation of your access to Helmi. The suspension may be temporary or permanent, subject to VTT's discretion. Any costs incurred by VTT through unauthorized or unacceptable use will be charged to the Helmi User concerned. If a Helmi Project Manager's access to the service is revoked, the access of all Users within the Helmi Project Manager's Helmi Project may be terminated.

Technical Limitations, Service Provided on Reasonable Effort Basis

The User understands and accepts that the Helmi service is offered on a reasonable efforts basis and that interruptions may take place at any time, announced or not-announced, no Outputs are guaranteed and VTT makes no representation on the availability of Helmi and any associated services. VTT reserves the right to modify or terminate the Helmi service at any time.

The Helmi service provided under this Agreement covers access to Helmi quantum computer for running User's codes and software which implement quantum and classical-quantum hybrid algorithms. Helmi supports the high-level programming frameworks Qiskit (<https://qiskit.org/>) and Cirq (<https://quantumai.google/cirq>). Any other services, such as pulse level access or modifying the Helmi quantum computer settings is not provided and trying to access these features is explicitly prohibited.

Helmi resources are shared by all users. Requests for Helmi execution may not be executed immediately but will be placed on a queue. VTT shall have a right to assign priority to particular jobs without regard to the order of the queue and to decide not to execute a particular algorithm or to suspend, delete or abort an associated job, process or execution as it deems reasonable taking into account the limitations of Helmi.

Intellectual Property Rights and License

Helmi, including all rights, title and interest therein are owned or controlled by VTT and all intellectual property rights and title thereto are unaffected by this Agreement

The Helmi User shall retain rights to Helmi Inputs and Outputs, but results of the Helmi Project shall be released publicly, preferably for peer review, as openly as possible and, by using Helmi, the Helmi User grants VTT a perpetual, fully paid up, irrevocable, non-exclusive, worldwide license to use, modify, sublicense, distribute and otherwise exploit in any way all Input and Output of Helmi, including algorithms and code.

For the term of this Agreement, VTT grants to the User a limited, nonexclusive, nontransferable license to access and use Helmi for non-commercial research, testing, evaluation and feedback purposes, all provided that the entity of affiliation is a Finnish University, Finnish University of Applied Sciences or a research institute owned by the State of Finland, and that the User:

1. does not use Helmi for other purposes than to explore, learn and share quantum algorithms for non-commercial academic purposes,
2. releases the results of the Helmi Project publicly as specified above,
3. complies with export control and sanctions requirements defined below,

4. agrees not to submit any sensitive or specific category data (as defined in Article 9(1) of the EU general data protection regulation 2016/679, GDPR) to Helmi,
5. agrees not to access or use Helmi or any of its systems, programs and/or files that do not belong to the User or to which the User has not been explicitly granted access such as the pulse level of Helmi,
6. agrees not to modify any Helmi settings,
7. agrees not to use Helmi for unlawful, obscene, offensive or fraudulent activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, deceptive or disparaging messages, viruses or harmful code, or violating third party rights, and
8. agrees not to reverse engineer or otherwise attempt to discover or decode any hardware or software component of Helmi.

Feedback

The User agrees to reasonably report any detected errors in Helmi to VTT. In addition, the User is invited to provide other feedback to VTT.

In the event the User, at its option, provides feedback on Helmi to VTT, the Helmi User grants to VTT a perpetual, fully paid up, irrevocable, non-exclusive, worldwide license to such feedback to use, modify, sublicense, distribute and otherwise exploit in any way such feedback and modifications therefrom without consent or accounting to the Helmi User. The User represents that any feedback provided to VTT on Helmi is original and does not, to the knowledge of the User, violate any intellectual property rights of any third party.

Citing

When publishing the results of the Helmi Project, the Helmi User shall acknowledge the use of Helmi and VTT, preferably in format: "These [results] have been acquired by VTT's quantum computer Helmi."

Confidentiality

The User agrees that all inputs, data and information exchanged under this Agreement is non-confidential.

Personal Data

VTT may collect, store and otherwise process User's personal data, as detailed at the Helmi Privacy Notice.

Export Control and Sanctions

The Helmi User shall comply with all sanctions, export control and import control laws and regulations adopted by the United Nations, the United States, or the European Union, as well as any other sanctions, export control or import control laws and regulations which may be applicable to the User or to its activities undertaken pursuant to this Agreement. The User agrees to not to use Helmi from locations outside of Finland, and agrees not to directly or indirectly export or re-export, at any time, any technology, software or other items furnished hereunder to any prohibited country or individual (including release of technology, software and other restricted items to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations.

The Helmi Project Manager can add Helmi Project members to his or her Helmi Project. When using Helmi and adding Helmi Project members to Helmi Projects, Helmi Project Manager certifies that the obligations stipulated in this Section are complied with and that, among other things, the User is not subject to sanctions and not located outside of Finland whenever using Helmi.

No Warranty, Compliance with Laws and Limitation of Liability

Helmi is provided “as is” and use of the services is at the Helmi User’s own risk. VTT is not liable for any loss or injury relating to the use of Helmi, including but not limited to loss or injury caused by possible erroneous or non-functioning Outputs. VTT does not give any warranty or representation as to Helmi availability, error- or interruption-free operation, suitability for any purposes (general or particular), merchantability, fitness for a particular purpose or any non-infringement. VTT also does not give any warranty that communications to or from the Helmi service is completely secure.

VTT has no responsibility for claims for any violation of law or third-party rights caused by Inputs provided by Users, but VTT may remove or refuse to accept or use any such Inputs without limitation and without any reason.

The Helmi User agrees that the User’s usage of Helmi complies with all applicable laws and regulations in VTT’s and the User’s jurisdiction, including but is not limited to data protection, export and import control, sanctions and copyright laws.

The Helmi User agrees not to request or assert any claims for damages or compensation from VTT or its officers, employees, subcontractors or suppliers ware and computing or storage facilities, for any damage suffered as a result of imperfections or non-availability of Helmi nor for any other way resulting from the User’s use or access to Helmi.

Amendments

VTT may change the Terms and the other parts of this Agreement from time to time. You will be notified of changes, but VTT has the right to make minor and technical changes without giving prior notice. If You do not agree to the said updates, please do not further access Helmi.

Applicable Law and Jurisdiction

The Agreement is governed by the laws of Finland, excluding its choice of law provisions.

The parties shall use their best efforts to avoid any disputes hereunder and shall resolve any related disputes by amicable understanding where possible. Any disputes, controversy or claim, which cannot be solved amicably shall be submitted to the District Court of Helsinki, Finland.