

## <Quantum Inspire Platform >

### General Conditions of Use Version 2021.06.11

#### # Terms and conditions

##### ## General Conditions of Use

Quantum Inspire (QI) is a quantum computing platform designed and built by QuTech. The goal of Quantum Inspire is to provide users access to various technologies to perform quantum computations and insights in principles of quantum computing and access to the community.

Quantum Inspire (QI) is initiated by QuTech the advanced research center for quantum computing and quantum internet, and a collaboration founded by [Delft University of Technology](<https://www.tudelft.nl/en/>) hereinafter “TUD”, and TNO, [The Netherlands Organisation for Applied Scientific Research](<https://www.tno.nl/en/>). As QuTech has no legal personality, we must make clear towards the user that the service is offered by TUD, also on behalf of its QuTech partner TNO. The conditions will however legally bind the user towards TUD.

##### ## Quantum algorithms

Quantum Inspire provides users a variety of ways to program quantum algorithms, execute these algorithms and examine the results. It provides a graphical interface to program in QASM (Quantum Assembly Language) and to visualize operations in circuit diagrams.

##### ## Introduction

These terms and conditions describe the acceptable, but also the unacceptable and prohibited uses of the Quantum Inspire Platform, including of the high performance computing facilities used by QuTech for this service. These examples and types of usage are not exhaustive and may be changed at any time by posting a revised version on the Quantum Inspire website. All usage of the Quantum Inspire Platform must comply with these terms and conditions, as well as with all applicable laws and regulations in your or our jurisdiction. This includes, but is not limited to copyright laws.

By any form of use of the facility, whether it be by accessing, uploading or running code or downloading any results of processing, you agree to be bound by these terms and conditions of use. Non-adherence or violation of these terms and conditions may lead to immediate suspension or revocation of the account(s) associated with the violation. Such suspension may be temporary or permanent, to be decided solely by the manager of the Quantum Inspire platform. Any costs incurred by Quantum Inspire through unauthorized or unacceptable use will be charged to the user(s) concerned.

Please note that Quantum Inspire is solely intended for non-commercial use. Commercial users are requested to contact [support@quantum-inspire.com](mailto:support@quantum-inspire.com) to inquire for specific commercial conditions.

##### ## Technical Constraints

The computing resources (quantum computers and quantum computer simulators) are shared by all users. Requests for execution may not be executed immediately but will be placed on a queue. Each backend imposes a limit on the number of qubits that can be executed upon or simulated. The number of shots for each execution request is also limited. In addition, a limit on the amount of time an execution may run will be enforced by aborting running executions that exceed this limit. Code has to be written on the website or submitted via the API (either by using an SDK or by initiating requests to the API directly). Limits apply to the amount of data that can be stored in the result database, and depending on the amount of inspection instructions placed by the user in the algorithm, result data may be truncated.

##### ## The user (also on behalf of his employer or affiliation) agrees:

1. Not to use Quantum Inspire (including the QI editor, the different back-ends, the information provided, the processing time offered, the forum and community) for other purposes than to explore, learn and share quantum algorithms.
2. Not to attempt to try to access or use systems, programs and/or files that do not belong to the user or to which the user has not been explicitly granted access.
3. To reasonably report any detected or perceived errors in the software, compilers, data communication and system disruptions to QuTech.
4. That accounts and associated login/password combinations are strictly personal and may not be shared with other persons within your organisation or with other organisations. Therefore you assume responsibility for protecting that data and assume liability for any damage resulting from the misuse by third parties of own usernames, account numbers and passwords
5. To accept that the Quantum Inspire facility is offered by QuTech on a reasonable efforts basis and that interruptions of the service may take place at any time, announced or not-announced. The service may make use of external HPC-capacity which is limited by its very nature. Therefore, QuTech staff, or staff of third party providers of computing and storage facilities utilized by QuTech, shall have the following rights:
  - a. To assign priority to particular jobs without regard to the order of the queue;
  - b. To assign computing or storage resources to the uploaded jobs;
  - c. To relay certain jobs to external providers of computing or storage capacity without prior notification to you. Please note that it cannot be prevented that such providers gain access to algorithms or code uploaded by you, unless explicitly agreed otherwise;
  - d. To may decide not to execute or store a particular programmed algorithm or to suspend or to delete an associated job or process in case it would exceed the available computer time of QuTechs server and/or third party computing or storage capacity utilised by QuTech, e.g. SURF's HPC systems that are used for Quantum Inspire.
6. To promptly report changes in contact information by updating the user account information.
7. To accept that for advanced algorithms exceeding a reasonable computing or storage capacity QuTech is allowed to contact the user to get more background information before granting access to the Quantum Inspire platform. For these specific requests QuTech is allowed to charge the related costs to the user.
8. To take precautions to avoid unnecessary loss of processor hours, e.g. by using the syntax checking tools provided by Quantum Inspire.
9. That the processing and storage capacity allocated is solely used for non-profit purposes and/or scientific research. If you are a commercial user or have the intent to use the output of the system for later commercial purposes, you are NOT entitled to free use of this Quantum Inspire service. Please contact the [support@quantum-inspire.com](mailto:support@quantum-inspire.com). Commercial use is: any use by organisations outside of TNO and TUD for own commercial purposes, contract research for third parties etc. It shall be solely up to Quantum Inspire to decide what qualifies as commercial use. Commercial use must be notified to Quantum Inspire and requires prior written permission. Part of the written permission will be a written agreement indemnifying QuTech and its partner organisations from any liability or damage that might result from the use of Quantum Inspire.
10. Not to request any indemnity or compensation from QuTech, SURFsara and its providers of equipment, software and computing or storage facilities, for any damage suffered as a result of imperfections or non-availability of the system.

11. To adhere to all rules and procedures of SURF (<https://userinfo.surfsara.nl/>) or any other provider of computing or storage capacity provided to Quantum Inspire.
12. To apply adequate security policies and tools on your own networks and systems used to gain access to Quantum Inspire, e.g. state-of-the-art scanners for viruses or rootkits, to prevent unauthorised use of or access to Quantum Inspire by third parties.
13. That any algorithms, data or code uploaded, stored and/or executed by you are (unconditionally) open to be used by QuTech for its own or public activities, unless agreed otherwise in writing between you and QuTech before uploading the algorithms, data or code. You explicitly agree that QuTech may disseminate such algorithms, data or code to third parties for use by third parties as they see fit and you grant a free irrevocable license to QuTech as well as any such third party to the uploaded content for non-commercial purposes, including a right to disseminate the uploaded content under open source and/or open content licenses of its choice. Please note that after termination of the user account all usernames and related account information will be removed from the system. However, any uploaded, stored and/or executed algorithms, data or code will remain accessible to QuTech and its partner organisations and may be disseminated to third parties.
14. That QuTech and its partner organisations TNO and TUD do not accept any liability for any damage that might result from your use of the Quantum Inspire service rendered, unless the damage is the result of wilful intent or gross negligence by QuTech.
15. That, for all other items not covered by this agreement, the General Conditions of the Federation of Dutch IT Companies shall apply.
16. That this agreement is governed exclusively by and construed in accordance with the law of the Netherlands and, if that there is any dispute about any parts and/or implementation of this agreement, the competent Court of The Hague shall have exclusive jurisdiction.

**## QuTech, a collaborative joint venture founded by TU Delft and TNO agrees:**

17. For normal, non-commercial use under the conditions as set out above and to the extent reasonable within our power, to grant to you a shared access to the QuTech QI Editor server and/or the Dutch National Supercomputer and /or Dutch National Compute Cluster, including peripherals and networking equipment, referred to as "the system" free of costs up to the simulation of 26 qubits. Also for non-commercial simulations up to 37 qubits access and use of the National supercomputer system is in principle free of costs except in case the requested computer time impact is too high. In this case QuTech is allowed to contact the user and may impose additional conditions and to charge a specific fee.
18. In case specific (financial) agreements for complex algorithm calculations or for commercial use have been made, to refund any prepaid processor hours lost as a result of failure or non-announced downtime of the system, or to compensate the same amount of processor hours within a reasonable timeframe, to the sole decision of Quantum Inspire.
19. To create an account with related individual username to you after approval by a person authorised to request access to the system. Please note that it shall be solely up to QuTech to decide upon granting accounts and to decide upon what constitutes normal or non-commercial use. QuTech may apply its own ethical norms and may e.g. refuse access to the system for uses or users that are not in compliance with its corporate social responsibility policies.

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20. To manage the system usage and limit as much as possible the system downtime due to maintenance or any other unforeseen reasons. Normal downtime will be scheduled well in advance and will be announced on the Quantum Inspire website.

## **## Privacy, data collection and cookie policy**

This privacy notice discloses the privacy practices for [www.quantum-inspire.com]([www.quantum-inspire.com](http://www.quantum-inspire.com)). This privacy notice applies solely to information collected by this website. It will notify you of the following:

- \* What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
- \* What choices are available to you regarding the use of your data.
- \* The security procedures in place to protect the misuse of your information.
- \* How you can correct any inaccuracies in the information.

### **### Information Collection, Use, and Sharing**

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your email address to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to get access to facilities of SurfSara.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### **### Cookie statement**

Cookies are information files that can be automatically stored on or read from the visitor's device (such as PC, tablet or smartphone) when visiting a website. This is done via the web browser on the device. These cookies process at least the IP address, the Cookie ID and technical information about the device used. This means that we will use your personal data when you visit the website.

We use first and third party cookies. First party cookies are, for example, functional cookies that the website installs and approaches. These cookies are necessary for the website to function and do not store any personal or traceable data. Third party cookies are, for example, cookies from advertisers and / or the social media companies.

We use cookies to:

- enable functionalities of the website (technical or functional cookies);
- to analyse the use of the website and to improve the website on that basis (analytical cookies);
- to collect information about the browsing behaviour of our visitors

We have set the cookie settings to be privacy-friendly so that no permission needs to be asked for the placing of the functional and analytical cookies. This cookie statement therefore contains detailed information about the cookies, pixels and tags that you consent to or do not consent to.

### **### Functional cookies**

The placing of technical or functional cookies is necessary for the website to work properly.

### **### Analytical cookies**

Analytical cookies process, in addition to the aforementioned data, also the length of time spent on a particular web page and the order in which the various web pages are visited.

We use Matomo Analytics to measure the experience of visiting our website, the results of which are then used to improve this website experience. We have set up Matomo to be privacy-friendly so that we do not have to ask for permission to use it. To guarantee your privacy, we mask the last octet of your IP address, disabled data sharing with Matomo and do not use any other Matomo services in combination with Matomo Analytics cookies.

### **### Advertising cookies**

We do not use any advertising cookies.

### **### Disabling or deleting cookies**

When you visit our website for the first time, a pop-up will appear in which you can indicate whether or not you accept cookies. For purely technical and functional analytical cookies, which are set in a privacy-friendly manner, we do not require permission, which is why they are enabled by default. Once you click on Accept, you give us permission to place all cookies and plug-ins as indicated in the pop-up and described in this statement.

You are free to enable the desired cookies via your browser or via the pop-up. Keep in mind that an optimal experience of the website is sometimes no longer possible. Most cookies have an expiry date. This means that they expire automatically after a certain period of time and no longer register data from your site visit. You can also choose to delete cookies manually before the expiry date. For more information about this, you can consult the manual of the browser.

### **### Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our [contacts page](/contact):

- \* See what data we have about you, if any.
- \* Change/correct any data we have about you.
- \* Have us delete any data we have about you.
- \* Express any concern you have about our use of your data.

### **### Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information, that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page. The system does not store your password directly, but only a derived hash. It is not possible to reverse this operation and obtain the password.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

When you register your account, your username and email address is transferred via the US mailing service SendGrid (part of Twilio) to our website administrator to approve the account. Twilio provides an overview of our supplementary measures in this [article](<https://support.twilio.com/hc/en-us/articles/360051805394-Measures-Twilio-Takes-to-Safeguard-the-Privacy-of-Customer-Personal-Data>), which describes many of the measures we take to safeguard personal data.

### ### Registration

In order to use this website, a user must first complete the registration form. During registration a user is required to supply a full name and email address. This information is used to contact you about the products/services on our site in which you have expressed interest.

### ### Links

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

### ### Contact or more info

General information about how TNO and TU Delft handle your personal data, the contact details of the Data Protection Officer and your privacy rights can be found in the [TU Delft privacy statement](<https://www.tudelft.nl/en/privacy-statement>) and [TNO privacy statement](<https://www.tno.nl/nl/over-tno/contact/corporate-legal/privacystatement/>)