The Ohio State University

End User Agreement (EUA)

Microsoft Azure Services

The Ohio State University (“OSU”) is making Azure services offered by Microsoft (“Azure Services”) available to you pursuant to an Enterprise Agreement between OSU and Microsoft (the “Enterprise Agreement”) because You are an employee of OSU. You represent and warrant that You will use the Azure Service solely in a capacity on behalf of OSU and in compliance with this End User Agreement (EUA). This EUA governs Your access to and use of the Azure and constitute a legally binding agreement (this “Agreement”) between You and OSU.

You will fully comply with all of OSU’s policies, practices (whether or not in writing), procedures, rules and acceptable and/or responsible use agreements that apply to Your access and/or use of information technology resources at OSU, as they may be updated and/or newly created by OSU from time to time, including, without limitation, the Information Technology (IT) Security Policy located at: https://ocio.osu.edu/sites/default/files/assets/Policies/ITSecurity.pdf; the Institutional Data Policy located at: https://cybersecurity.osu.edu/cybersecurity-osu/internal-policies-compliance/institutional-data-policy; the Responsible Use of University Computing and Network Resources: orc.osu.edu/filesResearchDataPolicy.pdf; and the Export Control Policy located at orc.oau.edu/regulations-policies/exportcontrol/ collectively, the “Institutional Policies”; and, all such Institutional Policies are hereby incorporated into and made a part of this Agreement.

Introductory

This introductory explains the EUA, your responsibilities that are stated in the EUA, and who to contact if you have questions. Expect changes to the EUA to occur over time as needed. The EUA between you and the University that governs use of Microsoft Azure Services (Azure) and as a user, you must:

• (1) Read, (2) understand and (3) comply with the EUA and all applicable university and Azure policies.
• Comply with all OSU terms, conditions, practices and responsibilities that apply to your access and/or use of information technology resources at OSU.
• Consult your supervisor, College/Unit information security coordinator, steward of the data for which you are custodian, or the Office of the Chief Information Office (OCIO) for assistance, if you are unclear about how the EUA, OSU policies, and/or Azure policies apply to your access or use of the Azure service.
• Seek assistance from your supervisor, College/Unit information security coordinator, steward of the data for which you are custodian or OCIO if you believe your access to or use of the Azure service would be in violation of the EUA, OSU policies, and/or Azure policies.
• OSU will inform you when the EUA changes, but it is your responsibility to stay updated. Check regularly for changes at https://it.osu.edu/ohio-state-azure and/or at cio.osu.edu to keep apprised of changes to the EUA.
• Stop using Azure if you do not agree with any change made and/or cannot comply with the changes.

Section I - The Azure Service, Subscription Information, and Proprietary Rights

This section explains who can use the service, standards users must follow, protections provided and the limits of those protections.

• OSU, including OSU students employed by the university, are eligible to use the Azure service for university business.
• The “service” is Azure hosted, proprietary cloud service platform with required university configurations, policies and processes.
• You must use your assigned OSU Azure administrator account.
• You are responsible for all activity that occurs through any, and all, of your subscriptions
• OSU will disclose user information as required by law or regulation in circumstances it believes to be illegal, harmful, or dangerous to people and property.
• OSU may report any activity it suspects violates any law or regulation to the appropriate authorities.
• You may not use OSU’s name and logo and any related identifying trademarks and/or service marks displayed in Azure services without written permission; trademark laws protect these identifiers.
• Azure Services does not grant you, as a user, license to any content or materials you have access to within the service.
• OSU and/or Microsoft may implement any suggestions or ideas you submit regarding the Azure Services without restriction and without compensating to you.
Section II - Code of Conduct
This section explains user responsibilities. As an Azure user, you must:
• Not use any Azure service to process or store OSU institutional data without:
  • documented recommendation from the University Cloud Assessment Working Group (AWG) for that specific classification of institutional data. A list of current Azure service recommendations are found in the University Cloud Assessment Registry.
  • Or a completed acceptance form to acknowledge and accept the risk at your (subscription owner) department level.
• Not use any Azure service to process or store PHI/HIPAA data without documented recommendation from the University Cloud Assessment Working Group (AWG) in the Office of the OCIO and Wexner Medical Center for PHI/HIPAA data.
• Implement and adhere to all recommended risk mitigation actions for each Azure Service as recommended by University Data and Risk Management. Risk mitigations are outlined in the University Cloud Assessment Registry
• Not Use Azure Government Services
• Not perform any activities that deliberately render the Azure service inaccessible or unusable
• Follow university processes to immediately report any security breaches, or violations described in this EUA or Microsoft Terms
• Not use Azure to harm other people or third parties
• Clearly understand Azure Terms and Conditions in the Microsoft Volume Licensing online document

Section III - Third party sites and software
Understand the differences between (1.) using Azure under OSU’s contract and (2.) interacting with third party vendors when using Azure. You may be interacting with third parties or third parties may ask you to accept their user agreements when using Azure Service. When this occurs, you must:
• Know the terms and conditions of the third party interaction and abide by them
• Understand that using third party software, and any terms and conditions associated with them, are beyond OSU’s control
• Know, understand and follow the terms and conditions in the EUA

Section IV - Changes to Azure Service
Over time, Azure may make changes to Service, as technologies are added or expanded. Changes to Azure Service are subject to terms and conditions of the EUA Terms of use and are not under the control of OSU

Section V - Suspension and Termination of Your Use of the Service
This section explains what conditions that may warrant suspension or termination of access to Azure.
• Ohio State or Azure may suspend your account without notice for violation of the EUA, or if Ohio State deems it necessary to do so (e.g. The university terminates its enterprise agreement).
• If your access to Azure is suspended or terminated, you will not have access to your subscription or any data stored in the account.
• You agree to hold OSU – its trustees, directors, officers, employees, agents, contractors, legal and accounting advisors – harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against OSU by any third party due to or arising out of or in connection with Your use of the Site, Azure, or violation of this Agreement.

Section VI - Sanctions, Disciplinary and Legal Action
If violations are serious, OSU may take legal action. OSU may impose sanctions, disciplinary or other legal action if your use of information or information technology resources is not in accordance to university policies.

Section VII - Right to Access Data
• OSU has a right access Your account and data.
• Azure’s rights to access Your data are limited to what is required to provide Service.
• Azure and its contractors may also access account data for the sole purpose of providing the Azure Service (i.e. Azure cannot provide data analysis tool without accessing and processing the data).

Section VIII - Notices and Procedure for Copyright Infringement Claims
You must follow all copyright laws when using Azure.
• You must respect and follow copyright laws when using Azure.
• You may not use copyrighted data illegally on Azure.
• You must disable or remove copyrighted material immediately upon request by content owner(s).
Section IX - Disclaimer and Limitations of Liability
This agreement does not promise services will change to meet your needs. You are agreeing to use available services as Azure provides them.

• Azure has accurately represented its service offerings to OSU; Azure provides these services “as is.”
• OSU does not guarantee that the service is suitable for your use case (as use cases will vary widely).
• If you are dissatisfied with the service, your only recourse is to stop using it.

Section X - Governing Law
Ohio law will govern any disputes with respect to the legality of terms in the EUA

Section XI – Microsoft Online Service Terms
• In addition to OSU’s internal institutional policies, Your use of Azure Service is subject to the Azure (Academic Sector) service terms found at https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46,
• The Azure Service Terms may be updated and/or newly created by Microsoft from time to time, all such Azure Policies are hereby incorporated into and made a part of this Agreement.

Section XII - General
• If any part of this agreement violates Ohio law, ONLY that portion will be void; all remaining portions remain in effect.
• Users cannot transfer the terms of this agreement to any third party partners.
• Your access to and use of the Azure Service is governed exclusively by this Agreement, which includes the Institutional Policies and the Azure Policies. In the event You have any questions about this Agreement, You should contact Educational Institution’s Office of the CIO by e-mail at azure@osu.edu.