ARCHIMEDES DATA PLATFORM - END-USERS TERMS

Last Updated: August 19, 2026

Data contribution and data access in ARCHIMEDES is powered by the ARCHIMEDES Data Platform (**Platform**). The Platform is built upon software, hardware, websites, platforms, information system, interfaces, databases and other technical infrastructure and elements, which enable data ingestion, management, sharing, and analysis through ARCHIMEDES.

If not defined in this document, capitalized terms are defined in the ARCHIMEDES Ethics and Data Governance Framework.

1. ACCEPTANCE

These are the terms of use (**Terms**) according to which an Institutional Data Contributor, Institutional Data User, Principal Investigator, Authorized User, Open Access User or any other person using the Platform (each, a **User**) may use the Platform.

By using the Platform, each User acknowledges these Terms and agrees to abide by them. Users who do not agree to these Terms may not use the Platform.

These Terms may be modified at any time. Continued use of the Platform requires accepting the modified Terms. Users who do not agree to the modified Terms must cease accessing and using the Platform.

2. ACCOUNT

To contribute, manage, share, access or analyse data in ARCHIMEDES, Users must create a user account on the Platform. Each User is responsible for maintaining the security and confidentiality of their account credentials and for all activities that occur under their account. Users agree to:

- keep their account secure and not share their account credentials, including with other Users, or allow unauthorized access to their account,
- not create multiple accounts or use another User's account,
- immediately contact archimedes.support@ottawaheart.ca concerning suspected unauthorized access to or use of their account or credentials, or other account-related security breaches.

Use of and access to the Platform is logged and monitored to ensure the security and integrity of the Platform.

3. USES

3.1 Research Purpose. The Platform is designed and operated for research purposes only. Except as expressly stated and to the extent permitted by applicable law, the Platform is provided "as is", "as available", and as a tool for the research community, without warranty of any kind, either express or implied, including (but not limited to) that the Platform will operate in a way that is fit for the User's specific research purpose.

3.2 Permitted Uses. Users will access and use the Platform exclusively to contribute, manage, share, access or analyse data in ARCHIMEDES in compliance with the Data Terms of Use, applicable law and the ARCHIMEDES Ethics and Data Governance Framework. Users will not and not attempt to (and will not permit any third party to):

- upload, introduce, or distribute malware, malicious code, or viruses via the Platform, or introduce other harmful software into the Platform,

- gain unauthorized access to the Platform, other user accounts, or connected systems,
- interfere with, disrupt or compromise the integrity, security, or performance of the Platform,
- probe, scan, or test the vulnerability of the Platform or attempt to gain unauthorized access to any systems or networks,
- use automated tools to scrape, harvest, or extract data in violation of these Terms or applicable licenses,
- copy, modify, reverse engineer, create derivative works, decompile, or disassemble the Platform in whole or in part, subject to the applicable licenses,
- rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available, subject to the applicable licenses,
- circumvent access controls, authentication mechanisms, or security features of the Platform.

Users agree to immediately contact archimedes.support@ottawaheart.ca if any access or use of the Platform results in unforeseen consequences or unintentional violations of these Terms.

4. INTELLECTUAL PROPERTY

Creating an account on the Platform, using or accessing the Platform does not transfer ownership of any intellectual property rights in the Platform to Users. Users are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for the purpose of ARCHIMEDES.

Feature requests, feedback, suggestions, or ideas may be considered and inform development of the Platform but their implementation is not guaranteed and would be subject to these Terms. Any feedback, suggestions, or ideas Users provide about the Platform may be used for any lawful purpose related to ARCHIMEDES and the Platform, without any restriction or compensation to Users.

5. DATA REQUIREMENTS

Users are responsible for ensuring that their data contribution, access to data, or other processing of data through ARCHIMEDES complies with the Data Terms of Use and ARCHIMEDES Ethics and Data Governance Framework

Data hosted in ARCHIMEDES may be moderated, removed, or subject to review in the manner described in the ARCHIMEDES Ethics and Data Governance Framework and for compliance with these Terms. This review does not constitute a comprehensive verification of the data and provides no warranty as to the accuracy, availability, or quality of the data, nor the sufficiency or completeness of the removal of identifiers in the data.

6. SYSTEM REQUIREMENTS

Users are responsible for procuring and maintaining their information technology systems necessary to access and use the Platform.

In using and accessing the Platform, Users agree to meet system requirements (e.g., software and hardware), technical standards, and other specifications stipulated in ARCHIMEDES documentation, including:

- accessing and using the Platform only from secure devices and systems that meet reasonable security standards, such as up-to-date operating system patches and antivirus software, and enabled firewalls,
- uploading files through approved methods and interfaces and in supported formats.

7. SECURITY

As further described in the ARCHIMEDES Ethics and Data Governance Framework, McGill has implemented and maintains reasonable and appropriate physical, administrative, and technical security measures to protect the technical infrastructure of the Platform and the data it hosts. These measures may be updated, provided they maintain or exceed reasonable security measures described in the ARCHIMEDES Ethics and Data Governance Framework.

Users agree to report any suspected security vulnerabilities of the Platform to archimedes.support@ottawaheart.ca immediately upon discovery.

8. PLATFORM INFRASTRUCTURE

8.1 Availability. While reasonable efforts are made to maintain the availability of the Platform, the Platform may experience temporary interruptions, downtime, or degraded performance. The Platform is provided "as available", without any warranty regarding response times, processing speed, or uninterrupted availability.

Where reasonably practicable, Users will receive reasonable advance notice of scheduled maintenance and corresponding downtime that is expected to materially impact Platform availability. Emergency maintenance or system outages, for example, may occur without advance notice.

8.2 Backup and Recovery. Regular automated backups are performed as described in the ARCHIMEDES Ethics and Data Governance Framework. The Platform is provided without any guarantee that all data is permanently available or can be recovered in all circumstances, including but not limited to cases of catastrophic failure, data corruption, cyberattacks, or user error. Users are responsible for maintaining independent backups of datasets, including any derivative data resulting from the processing of a dataset in ARCHIMEDES.

8.3 Support. Technical support for access and use of the Platform is available by contacting archimedes.support@ottawaheart.ca.
Response times may vary and may be prioritized based on severity, scope of impact, and available resources.

Technical support is limited to the Platform and does not include support, troubleshooting, or maintenance of Third-Party Tools (see 8.5).

8.4 Updates. Any aspect of the Platform, including features and functionality, may be changed, improved, updated, modified, or discontinued at any time, with or without notice.

The Platform is provided without any guarantee that it will remain unchanged or be free from defects or errors, or that all defects will be corrected. Resolution efforts may vary and may be prioritized based on severity, scope of impact, and available resources.

Reasonable efforts will be made to deploy technical updates and modifications to the Platform in a timely manner and to maintain backward compatibility where feasible.

Where reasonably practicable, Users will receive advance notice of changes to the Platform that materially change its technical features or functionality. Changes to the Platform may be made without giving notice, for example, to ensure the security, integrity, and operability of the Platform, prevent abuse, or meet legal requirements.

8.5 Third-Party Tools. The Platform may incorporate, depend upon, or facilitate access to software, algorithms, analytical methods, protocols, workflows, computational models, or other research tools developed, owned, or controlled by third parties, (**Third-Party Tools**).

Third-Party Tools are made available subject to their respective license terms and are provided “as-is” and “as available” without any warranty. Users agree to comply with the applicable license terms governing their use.

8.6 High Performance Computing Resources. The Platform may incorporate, depend upon or facilitate access to High- Performance Computing (HPC) resources coordinated by the Digital Research Alliance of Canada (DRAC).

Users understand that:

- HPC is subject to availability, capacity limitations, and DRAC policies and terms of use,
- HPC is provided through the Platform without any warranty, including that it can accommodate specific computational demands, processing timeframes, or performance levels,
- Data processed using HPC or research outputs generated using HPC may be temporarily transferred to and/or hosted on infrastructure operated by DRAC in Canada for the duration of processing operations, and that such temporary transfers are conducted in accordance with applicable law and DRAC policies and terms of use.

9. LIMITATION OF LIABILITY

McGill and OHIRC will have no liability for any indirect, incidental, special, consequential, or punitive damages, loss of profits, loss of data or data corruption, loss of research output, loss of use, unexpected outcomes, research delays, interruptions or inability to complete research, lost time, lost opportunity or other commercial, economic, or research and development losses of any kind arising out of or in connection with these Terms or the User’s use of or inability to use the Platform or use data stored on the Platform, whether or not advised of the possibility of such losses or damages or whether such losses or damages were foreseeable.

In addition, McGill and OHIRC will have no liability for any damages or losses arising from or in connection with:

- the User’s failure to comply with these Terms or applicable law,
- Third-Party Tools,
- HPC resources,
- third-party services, systems, software, tools, or integrations not provided by the Portal,
- actions or omissions of other Platform users,
- interruptions, defects, or errors of the Platform,
- changes to, suspension of, or discontinuation of Platform features or functionality.

10. CONSEQUENCES OF NON-COMPLIANCE

Failure to comply with these Terms, or using the Platform in a manner that could cause legal liability or pose a security or privacy risk, may result in:

- suspension or termination of User’s account,
- termination of the Data Contribution Agreement or Data Access Agreement,
- notification to applicable authorities, regulatory bodies, or research ethics boards,
- legal action to enforce these Terms or recover damages.

Institutional Data Contributors and Institutional Data Users agree to be bound by these Terms, to ensure that their Users comply with these Terms, and to remain liable for the acts and omissions of their Users. Each Institutional Data Contributor or Institutional Data User and each of their Users may be held liable for violations of these Terms.

11. INDEMNIFICATION

Each User agrees to indemnify and hold harmless McGill, and its respective directors, officers, agents and employees, and OHIRC, and its respective directors, officers, agents and employees (collectively, **Indemnitees**") from and against all losses resulting or arising from, or in connection with the User's breach of these Terms of Use, or their negligence or willful misconduct in the performance of their obligations hereunder including any third party claims against any of the Indemnitees, except to the extent such losses are a result of any of Indemnitees' failure to comply with these Terms of Use, breach of Applicable Law, or are otherwise a result of willful misconduct or negligence by any of the Indemnitees.

12. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms, please contact: archimedes.support@ottawaheart.ca