

CAIDA ACCEPTABLE USE AGREEMENT

(ver 071814)

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In consideration for requesting and receiving access to CAIDA dataset(s), You acknowledge that You understand and agree to be bound by the terms and conditions of this AGREEMENT. Any violation of this AGREEMENT may result in the immediate suspension or termination of this AGREEMENT and/or other action entitled by law such as injunctive or equitable relief. You are individually liable and responsible for compliance with this AGREEMENT. This AGREEMENT is legally binding under the laws of the State of California, United States.

You may terminate this Agreement by contacting CAIDA in writing and receiving acknowledgement of such request.

1 LICENSE

CAIDA’s authorization to access the data grants You a limited, non-exclusive, non-transferable, non-assignable, and terminable license to copy, modify, and use the data in accordance with this AGREEMENT solely for the purpose of non-profit research, non-profit education, commercial internal testing and evaluation of the data, or for government purposes by or on behalf of the U.S. Government. No license is granted for any other purpose and there are no implied licenses in this Agreement. This Agreement shall become effective as of the date of approval by CAIDA and shall remain in force for a period of one year, unless terminated earlier or amended in writing. CAIDA shall have the right to use any of Your feedback received during the license period solely for its non-profit educational and/or research purposes.

2 GENERAL CONDITIONS

- (i) You will not impersonate any individual or entity, misrepresent any affiliation with another person, entity or association, use false information, or otherwise conceal Your identity from CAIDA at any time for any purpose.
- (ii) You consent that CAIDA can make public or otherwise disclose Your name as the registered requestor, the name of Your Affiliated Institution, the name of the dataset(s) that CAIDA has

made available to You under this AUA, and the brief description of the type of research being undertaken that You provided to CAIDA.

- (iii) You will abide by any and all modifications. If a modification occurs, it will be explicitly communicated to You via Your registered email address and shall become effective fifteen (15) days after the transmission of such notification. Your continued access to or use of the data after such time shall indicate Your assent to any and all modification(s). If You do not agree to comply with the modification(s), You agree that You will: (a) inform CAIDA immediately, at at which point Your access to the data will be terminated and no longer authorized; and, (b) no longer access or use this data.

3 USE RESTRICTIONS

If You have any concerns or questions about these restrictions, You are encouraged to contact CAIDA management via email to data-info@caida.org. To obtain an exemption from any of these restrictions, You will need a written authorization from CAIDA management.

- (i) While using non-anonymized data set(s), You will respect the privacy of persons that may be identified in the data. For any publication or other disclosure, You will anonymize or de-identify personally-identifiable information, IP addresses, and other data identified in Supplemental provisions (if any) by using commonly accepted techniques such as one of the methods recommended by CAIDA
(<http://www.caida.org/projects/predict/anonymization/>).
- (ii) While using anonymized data set(s), You will not attempt to reverse engineer, decrypt, de-anonymize, derive or otherwise re-identify anonymized information.
- (iii) You will not distribute, disclose, transfer or otherwise make available the dataset(s) to any person other than those employed by your institute who are assisting or collaborating with You using the dataset(s). Other entities with whom You are collaborating in research using the dataset(s) must request access to the dataset(s) separately and directly from CAIDA.
- (iv) All conditions, restrictions and obligations attached to this data shall accompany any and all subsequent uses and disclosures of this dataset by You. Therefore, You are personally and fully responsible for communicating this AUA and ensuring its compliance as to any and all users described above to whom You make the data available.

4 USE OBLIGATIONS

- (i) If You create a publication (including web pages, papers published by a third party, and publicly available presentations) using data from this dataset, You must provide CAIDA with a copy of (or a link to) the publication and You must cite the data as follows:

The CAIDA UCSD [*DataSet Name*] – [*dates used*],
[http://www.caida.org/data/\[dataset-URL\]](http://www.caida.org/data/[dataset-URL])

- (ii) At the end of the research, or semi-annually (whichever is sooner), You will report a summary of the research and any findings/conclusions to CAIDA. This information is used in reports to our funding agencies.
- (iii) You agree to expunge any and all copies of the received Dataset(s) upon completion or termination of stated research and/or termination of data access or use. Completion of stated research shall allow for a reasonable period of time that You may need to retain the dataset(s) in order to satisfy scientific reproducibility obligations.

5 ACCOUNTABILITY AND ENFORCEMENT

- (i) You agrees to safeguard any and all sensitive data as required, or may be required, by law by using at least the same degree of care that You uses for its own data of a like nature but no less than a reasonable degree of care, to protect the confidentiality of data and/or the privacy of any identifiable person and to prevent its unauthorized disclosure and use. Data is confidential if it is marked as such, if by its nature or content is reasonably distinguishable as confidential, or if You have reasonable cause to believe that its disclosure to a third party would cause harm or damage.

Data is not confidential, and therefore not sensitive if: (a) You already knew the data before it was disclosed to You by CAIDA; (b) You gain subsequent knowledge of the data by either lawfully obtaining it from another source under no obligation of confidentiality, or You develop it independently; (c) the data is or becomes generally available to the public through no wrongful act of You or any other party; (e) it is required to be disclosed under applicable law, regulation or court order provided You notify CAIDA prior to making such a disclosure so that CAIDA may take appropriate action.

- (ii) You will notify CAIDA immediately of all relevant details if: (a) confidentiality or privacy is compromised; or (b) You receive any legal, investigatory, or other government demand to reverse engineer, decrypt, de-anonymize or otherwise disclose anonymized or confidential data.
- (iii) If requested, You will provide CAIDA evidence of compliance with this AGREEMENT, such as a written description of Your data protection plan or a written affirmation that You have disposed of any and all copies of the received dataset from all systems reasonably known to you.
- (iv) **DISCLAIMER OF WARRANTIES. CAIDA USES ITS BEST EFFORTS TO PROVIDE DATA IN ACCORDANCE WITH ETHICAL PRINCIPLES AND SCIENTIFIC INTEGRITY. HOWEVER, THE DATA PROVIDED HEREIN IS ON AN “AS IS” BASIS. NEITHER CAIDA,**

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6 INTELLECTUAL PROPERTY

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- (i) **Except as specifically provided in paragraphs (ii), (iii) or (iv) of this Section**, all right, title and interest in and to any “Intellectual Property” – any invention, discovery, improvement, computer or other program, related documentation and work of authorship – that is developed for commercial use by You or Your employer, employees or agents, either individually or jointly with CAIDA, using any information provided by CAIDA under this Agreement, shall be the joint property of UCSD/CAIDA and You, and that shared portion is hereby assigned to UCSD/CAIDA, solely for its non-profit educational and/or research purposes. As between CAIDA and You, You retain exclusive and all right, title and interest in and to “Your Intellectual Property” – the information originating with or provided by You.
- (ii) You obtain an exemption from the default Intellectual Property provisions in Section (i) for specific developments via a written authorization from CAIDA management;
- (iii) You obtain a full Commercial License from the UC San Diego Technology Transfer Office that grants alternative rights in the Intellectual Property; or
- (iv) You make the Intellectual Property freely available and without restrictions to the public, provided such disclosure complies with obligations regarding sensitive information described in Section 5(i).

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