

The Rapid Acceleration of Diagnostics (RADx) Data Hub (“**RADx Data Hub**”) is a resource of RADx-generated research data with the purpose of advancing understanding of the COVID-19 pandemic, including the outcomes, disparities, and possible solutions. The RADx Data Hub hosts the Analytics Workbench (the “**Workbench**”), a cloud-based analytics platform powered by Amazon Web Services (AWS) through which researchers can access registered tiered data and a personal workspace for data exploration and visualizations using JupyterLab and SAS Viya Analytics Pro.

This Terms of Service Agreement (“**Agreement**”) is entered into by and between each User (“**You**”) and the Rapid Acceleration of Diagnostics (RADx) Data Hub (“**RADx Data Hub**”, “**We**”), concerning Your access to and use of the Workbench (the “**Workbench**”) platform. By accessing or using the Workbench, You agree to be bound by the terms and conditions of this Agreement. If you do not agree to any of these terms, you are prohibited from accessing or using the Workbench.

## 1. Workbench Account Information

- 1.1. Registration.** Access to the Workbench is granted by request via the RADx Data Hub, which is only accessible through verified research credentialed login via Research Auth Service (RAS). To request a Workbench account, you must have at least one study with approved access granted by the database of Genotypes and Phenotypes (dbGaP). During the registration process, you agree to provide accurate, current, and complete information about yourself.
- 1.2. Account Credentials.** You agree to access the Workbench using only your individual account. Group or shared accounts are not permitted. The credentials used for authenticating to the Workbench must belong to a single individual. Your level of access to systems and networks owned by the RADx Data Hub is limited to ensure your access is no more than necessary to perform your legitimate tasks or assigned duties.
- 1.3. Account Security.** You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.
- 1.4. Privacy Statement.** This Agreement governs the collection, use, and disclosure of personal information about You and Your use of the Workbench. By using the Workbench, you agree to the terms outlined in this Agreement.

## 2. Your Use of Workbench

- 2.1. Conduct.** The Workbench is intended for authorized research activities only. You agree to use the Workbench in compliance with all applicable laws, rules, and regulations. You agree to not use the Workbench for any illegal or unauthorized purpose, including but not limited to the transmission of malicious code, spamming, hacking, or any activity that could

harm the Workbench or its other users. You agree to not encourage others to conduct acts that would constitute a criminal offense or give rise to civil liability.

**2.2. Data Responsibility.** Upload or download of any data from the Workbench is under your responsibility. Any loss of data will not be RADx Data Hub's responsibility. You agree not to retrieve protected data or information, or in any other way disclose information, for someone who does not have authority to access that information. You agree not to view, use, share, or distribute the controlled access data hosted on the Workbench unless you are authorized.

### 3. Billing and Charges

**3.1. User Information.** Use of the Workbench platform's compute resources incurs costs. We may collect billing information from you or your Authorized Organizational Representative (AOR) to charge you for the use of the Workbench in the future.

**3.2. Potential Costs.** With the permission of your institution's AOR, we may charge users for their use of the Workbench in the future.

**3.3. Initial Credits.** You will be allotted \$100 in initial credits for your individual Workbench account. This will pay for storage and compute resources associated with your Workbench usage. Once initial credits are exhausted, your Workbench account will be disabled if an additional billing account has not been linked.

### 4. Data Security and Privacy

**4.1. Data Protection.** You agree to use appropriate security measures to protect data access through the RADx Data Hub and Workbench from unauthorized access, disclosure, alteration, or destruction.

**4.2.** You agree to safeguard system resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.

**4.3.** By accessing the Workbench via the RADx Data Hub, you agree to abide by the terms and conditions outlined in the RADx Data Hub User Code of Conduct.

**4.4.** By accessing RADx Data Hub data via the Workbench, you agree to adhere to the terms of access described in the [dbGaP Data Use Certification Agreement](#).

### 5. Reservation of Rights

**5.1.** RADx Data Hub maintains the right to modify these Terms of Service at any time and may do so by posting notice of such modifications to the RADx Data Hub homepage. Such modifications will be effective immediately upon posting, unless otherwise specified.

### 6. Termination

**6.1.** RADx Data Hub reserves the right to suspend or terminate your account and access to the Workbench without notification, at our sole discretion. RADx Data Hub will reserve the right to delete, move, or edit any data which we consider to be unacceptable or inappropriate.

**6.2.** Upon termination, all rights and licenses granted to you under this Agreement will immediately cease, and you must cease all use of the Workbench.

## 7. Disclaimers

**7.1.** Neither RADx Data Hub nor its employees warrant that the Workbench will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the Workbench. You expressly understand and agree that your use of the Workbench, or any material available through it, is at your own risk.

**7.2.** In no event will RADx Data Hub, its affiliates or participating institutions be liable for any damages, to include incidental, indirect, special, or consequential damages, arising out of your use of or inability to use the Workbench, including but not limited to: loss of data, computer failure or malfunction, loss of revenue or anticipated profits, or any and all other damages.

By submitting this request for a Workbench account, you acknowledge that you have read, understood, and agree to be bound by this Terms of Service Agreement. If you do not agree to these terms, you may not access or use the Workbench in any manner, and you must exit the registration process.

For questions or concerns regarding this agreement, please contact us at [Radx-DataHub@nih.gov](mailto:Radx-DataHub@nih.gov).