

American Science Cloud Model Access Gateway End User Agreement

U.S. GOVERNMENT SYSTEM. FISMA LOW, OPEN SCIENCE ONLY.

The Model Access Gateway (“MAG”) sends your prompts, files, and other inputs to commercial AI and cloud providers, subject to MAG enterprise terms and conditions. Use MAG only for non-sensitive, open-science work appropriate for a FISMA Low system. Do not submit classified information, Controlled Unclassified Information (CUI), export-controlled information, personally identifiable information (PII), health information, S&T Risk Matrix sensitive information, information covered by an NDA or CRADA, or other information you are not authorized to disclose to a third party or commercial service. If you are unsure whether your work or data qualifies, do not submit it; contact your organization’s CISO, Export Control Office, Privacy Office, DOE Program Manager, or other appropriate official, and contact the AmSC HelpDesk at help@amscproject.atlassian.net.

Key rules at a glance

- Use MAG only for your Approved Project, under your own identity, and within your project’s allocation.
- Submit only non-sensitive, open-science data. Unpublished research may be used only if it is otherwise unrestricted and authorized for disclosure.
- MAG logs requests and responses. They may be reviewed for authorized purposes and may be federal records. You have no expectation of privacy.
- Review the Provider Terms and Model License identified for the model you use. Do not bypass safety or usage controls, share access, or attempt model extraction.
- Review Outputs before relying on them, including AI-generated code, and follow applicable scientific-integrity, publication, and attribution requirements.

AmSC Model Access Gateway (MAG) End User Agreement

This Model Access Gateway (MAG) End User Agreement (“Agreement”) is between the individual accepting it (“you” or “User”) and the AmSC Operators. Your access to and use of MAG are conditioned on acceptance of this Agreement. Selecting “I Agree” has the same effect as your signature.

1. Definitions

1.1 “AmSC” means the American Science Cloud, a program of the U.S. Department of Energy (“DOE”).

1.2 “MAG” means the AmSC Model Access Gateway, which provides approved researchers access to artificial-intelligence models and related services made available through third parties.

1.3 “AmSC Operators” means the DOE national laboratories and their managing contractors that operate AmSC and MAG for DOE. A “Provisioning Laboratory” is the AmSC Operator that holds or administers the agreement through which a Provider service is made available.

1.4 “Provider” means a third party whose models or services are available through MAG, including a cloud or AI service provider and, where applicable, the developer of a model hosted by that provider.

1.5 “Provider Terms” means the usage, acceptable-use, service-specific, sharing/publication, geographic, and other user-facing requirements applicable to a Provider service. A “Model License” is the license or acceptable-use policy applicable to a particular model, including an open-weight model.

1.6 “Inputs” means prompts, files, code, images, and other content that you or tools acting for you submit through MAG. “Outputs” means content returned through MAG. Inputs and Outputs together are “User Content.”

1.7 “Approved Project” means an active AmSC project on which you are an approved user.

1.8 “Sponsoring Organization” means your employer or the organization sponsoring your participation in AmSC.

1.9 “Organizational Agreement” means an agreement or award term governing that participation between your Sponsoring Organization and DOE, an AmSC Operator, or another participating organization.

2. Relationship to Other Terms

2.1 This Agreement applies together with: (a) the Provider Terms and Model Licenses identified by AmSC for the services and models you use; (b) your Organizational Agreement and Approved Project requirements; and (c) applicable policies of your Sponsoring Organization, including policies governing information technology, research security, privacy, export control, records, and use of artificial intelligence.

2.2 Provider Terms are incorporated as conditions on your use only to the extent applicable under the governing enterprise, government, reseller, or other institutional agreement. They do not override negotiated protections or create payment, indemnification, arbitration, governing-law, or other institutional obligations for you individually. If two

applicable user-conduct restrictions differ, comply with the more restrictive restriction unless AmSC directs otherwise.

2.3 You are not authorized merely by being a MAG user to accept, waive, or modify terms on behalf of DOE, an AmSC Operator, or your Sponsoring Organization. If a Provider interface asks you to accept additional terms, authorize a new data use, make a purchase, or activate a feature subject to different terms, stop and contact the AmSC HelpDesk, help@amscproject.atlassian.net.

3. U.S. Government System

MAG is a U.S. Government information system and as such, use of MAG is subject to monitoring, recording, audit, and inspection, and you have no expectation of privacy in information transmitted through or stored on MAG. Unauthorized use may result in loss of access and other administrative, civil, or criminal consequences as permitted by law.

4. Eligibility, Accounts, and Allocations

4.1 You must be an approved user on an Approved Project and use MAG only for authorized project work.

4.2 Access MAG only under your own identity. Keep credentials, tokens, and API keys confidential. Do not share them, allow another person to use them, or buy, sell, or transfer access credentials. Promptly report suspected compromise or unauthorized use to [MAG security contact].

4.3 Comply with applicable sanctions and export-control laws. Do not access a Provider service from a country or territory where that Provider does not offer the service or where access is prohibited by applicable law.

4.4 Tokens, credits, and other resources are allocated to Approved Projects under AmSC and DOE allocation rules. They have no cash value, may expire or be reallocated, and may not be sold, transferred, sublicensed, or used to provide MAG access to unapproved users. Do not circumvent allocations, rate limits, user identification, or other usage controls.

5. Acceptable Use

5.1 You must comply with applicable law, DOE requirements, your Sponsoring Organization's policies, the Provider Terms, and the Model License for the service or model you use. AmSC will identify applicable Provider Terms and Model Licenses at <https://docs.amsc.energy.gov/Policies/MAG-policies>.

5.2 You must not use MAG, Inputs, or Outputs to infringe or misappropriate third-party rights; engage in unlawful activity; reverse engineer or extract Provider source code,

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system prompts, model weights, training data, or protected model components; scrape or extract service data except through authorized interfaces; bypass safety filters, guardrails, rate limits, usage limits, or other protective measures; or resell or provide unauthorized access to MAG.

5.3 Provider Terms may impose additional restrictions, including restrictions on weapons or other high-risk activities, including unauthorized cybersecurity activity; surveillance, biometric identification, or profiling; deceptive or harmful content; high-impact decisions about individuals; and safety or security testing. You must comply with the restrictions applicable to the Provider and model you use. Testing of safeguards, vulnerabilities, or abuse controls requires prior authorization where the Provider Terms or AmSC rules require it.

5.4 Do not use Outputs, or Input/Output pairs, to train, fine-tune, distill, replicate, or otherwise develop an AI model where the applicable Provider Terms or Model License prohibit that activity. If you intend to use Outputs as model-training data, confirm that use is permitted before beginning the work.

5.5 You may use scripts, workflows, or AI agents that you control to access MAG if otherwise authorized. You remain responsible for every request and action taken with your credentials. Maintain the ability to monitor and stop automated activity; do not allow an agent to accept legal terms, make purchases, access systems or data you are not authorized to use, or exceed project allocations or rate limits.

5.6 Report suspected MAG or Provider security vulnerabilities, security incidents, prohibited-data submissions, or materially unsafe behavior to security@americansciencecloud.org. Do not publicly disclose a non-public MAG vulnerability until coordinated with the appropriate AmSC Operator.

6. Data You May and May Not Submit

6.1 MAG is authorized for non-sensitive, open-science data and FISMA Low use cases. This may include unpublished or pre-publication research if the information is otherwise unrestricted, non-sensitive, and authorized for disclosure to the applicable commercial service. Before submitting unpublished results that may be patentable, follow your Sponsoring Organization's intellectual-property or technology-transfer requirements.

6.2 You must not submit:

- (a) classified information;
- (b) CUI, including UCNI;
- (c) export-controlled technical data or technology, including information controlled under the EAR, ITAR, 10 CFR Part 810, or 10 CFR Part 110;

- (d) information identified as sensitive under the DOE S&T Risk Matrix;
- (e) PII, PHI, medical information, research-participant or human-subject information, or other sensitive personal information;
- (f) information covered by an NDA, CRADA, data-use agreement, confidentiality obligation, or other restriction that does not permit disclosure to the applicable commercial service;
- (g) confidential peer-review materials, third-party proprietary information, or other information you are not authorized to disclose;
- (h) passwords, credentials, API keys, private keys, or non-public operational security secrets; or
- (i) any other information prohibited by your Organizational Agreement, award, sponsor, Sponsoring Organization, or applicable Provider Terms.

6.3 You are responsible for ensuring that you have the rights, licenses, permissions, and authority necessary to submit each Input.

6.4 If you submit prohibited or potentially sensitive information, stop using MAG for that work and promptly report the submission to security@americansciencecloud.org and the appropriate office at your Sponsoring Organization. Follow applicable spill or incident-response procedures. Do not independently contact the Provider unless directed by the AmSC Operator.

7. Monitoring, Logging, and Provider Handling

7.1 MAG may record your identity, IP address, Approved Project, Provider and model used, token consumption and cost, timestamps and transaction metadata, system/application logs, Inputs, and Outputs.

7.2 AmSC Operators may use and access those records as necessary to operate, secure, support, troubleshoot, optimize, account for, audit, or investigate use of MAG and to satisfy legal and records-management obligations. Authorized DOE, laboratory, and contractor personnel supporting AmSC may access such information for those purposes.

7.3 Records created on AmSC, including logged Inputs and Outputs, may be federal records and are retained and dispositioned in accordance with applicable records schedules and legal obligations.

7.4 Provider handling is governed by the applicable institutional agreement. MAG Provider arrangements are intended to preserve institutional rights in User Content and to prohibit Providers from using MAG Inputs or Outputs to train or improve general-purpose models or for unrelated commercial purposes, except where AmSC expressly authorizes a customer-specific feature. Providers may nevertheless conduct automated abuse monitoring and, depending on the Provider and model, retain or permit limited review of flagged content for AmSC MAG Acceptable Use Policy | Version 1.0 | Last Updated October 5, 2026

a limited period, or as legally required. Zero-data-retention is not guaranteed for all MAG requests. Do not submit prohibited information based on an assumption that a Provider will immediately delete it.

8. Outputs and Research Use

8.1 Outputs may be inaccurate, incomplete, biased, fabricated, insecure, or non-unique, including citations, references, calculations, and code. You are responsible for evaluating Outputs and using appropriate human review before relying on, publishing, executing, or deploying them.

8.2 Review AI-generated code before running it on DOE computing resources, production systems, or systems that control instruments or equipment, and follow applicable software-security and quality requirements.

8.3 Follow applicable scientific-integrity, research-integrity, publication, attribution, and disclosure requirements. Do not represent AI-generated material as independently verified or solely human-generated where disclosure is required.

8.4 Use of MAG does not, by itself, transfer ownership of your Inputs or research data to a Provider. Rights in Inputs, Outputs, inventions, software, datasets, and research results among you, your Sponsoring Organization, DOE, and AmSC Operators are governed by applicable law, your Organizational Agreement, award terms, and other applicable institutional requirements. Outputs may not be unique or eligible for intellectual-property protection.

9. Publicity and Endorsement

You may acknowledge AmSC or MAG support as permitted by applicable guidance. Do not use a Provider's name, logo, or trademarks to imply endorsement, and do not represent that a Provider, DOE, or an AmSC Operator, sponsors, approves, or endorses you, your research, or your conclusions unless specifically authorized.

10. Responsibility and Disclaimers

10.1 You are responsible for your use of MAG, including your Inputs and your use of Outputs. You must not submit content that violates third-party rights or connect applications, scripts, or tools that use MAG in violation of this Agreement or applicable Provider Terms.

10.2 This Agreement does not require you to indemnify any Provider or other person, does not authorize you to incur charges or financial obligations on behalf of DOE, an AmSC

Operator, or your Sponsoring Organization, and does not authorize you to amend an institutional Provider agreement.

10.3 MAG is provided free of charge to individual users, “as is” and “as available,” and may be modified, suspended, or discontinued. To the extent permitted by law, DOE, AmSC Operators, their managing contractors, and Providers make no warranty regarding the accuracy, completeness, fitness, or usefulness of Outputs and are not responsible for your reliance on them except as otherwise provided by the applicable institutional agreement or law.

10.4 Reference to a commercial product, process, model, or service does not constitute or imply endorsement by the United States Government, DOE, or an AmSC Operator.

11. Suspension, Changes, and Contacts

11.1 An AmSC Operator may restrict, suspend, or terminate your access as reasonably necessary to protect MAG, its users, or Providers; respond to an incident; comply with law or Provider requirements; enforce project allocations; or investigate or address suspected violations. Information concerning suspected misuse may be shared with your Sponsoring Organization, DOE, the affected Provider, authorized investigative or security personnel, or law enforcement as permitted by law.

11.2 AmSC may amend this Agreement to reflect changes in law, Provider arrangements, security requirements, or MAG operations. Material changes will require notice and, where appropriate, renewed acceptance.

11.3 Questions: help@amscproject.atlassian.net. Security incidents and prohibited-data submissions: security@americansciencecloud.org.

11.4 Enforcement Actions and Remedies. If an AmSC User or project violates this Agreement, the AmSC Acceptable Use Policy, or applicable Provider terms, an AmSC Operator may enforce compliance through one or more of the following remedies, in its reasonable discretion:

11.4.1 Technical Restraints and Disablement: AmSC Operators may immediately throttle, rate-limit, restrict, or revoke MAG API keys, Single Sign-On (SSO) credentials, or workspace access, or disable specific AI features, models, or connectors, without prior notice.

11.4.2 Forfeiture of Allocations: AmSC Operators may immediately cancel, reclaim, or forfeit unspent tokens, compute credits, or project resource allocations granted under DOE or AmSC allocation policies.

11.4.3 Sponsoring Organization Escalation: Information regarding suspected or confirmed misuse, security risks, or policy breaches may be reported directly to the User’s Sponsoring Organization (including its research integrity officer, legal counsel,

or facility administrator), the DOE program manager, the affected Provider, authorized investigative or security personnel, or law enforcement as permitted by law.

11.4.4 Ineligibility for Future Allocations: AmSC Operators may deem the User, associated project members, or the Sponsoring Organization temporarily or permanently ineligible for future AmSC or MAG resource allocations or user facility access.

Acceptance

- I have read and agree to comply with the AmSC Model Access Gateway End User Agreement, including the Provider Terms and Model Licenses identified by AmSC for the services and models I use.
- I confirm that my work and the data I will submit are suitable for a FISMA Low, non-sensitive, open-science system and do not include data prohibited by Section 6.
- I understand that my use of MAG, including Inputs and Outputs, may be monitored, logged, reviewed for authorized purposes, and retained as federal records.
- To the best of my knowledge and reasonable due diligence, I certify that the data and information I submit or upload to any MAG provider will not infringe upon, misappropriate, or otherwise violate any rights of any third party or give rise to any third-party claims against a MAG provider, its affiliates and licensors.

Revision History

Version	Last Updated	Description
1.0	October 5, 2026	Initial version of the MAG AUP