

Terms of Service and Service Level Agreement for geoDB services

Version 1.1, 28/08/2020

1 Terms of Service

Euro Data Cube geoDB services are webservice provided by Brockmann Consult GmbH (“BC”, “we”, or “us”). By using geoDB services (“Services”), you agree to be bound by the following Terms of Service and any future modifications (collectively, the “Terms”). You also acknowledge that you accept the practices and policies outlined in the Privacy Policy on this page. Please read them carefully. If you don’t agree to these Terms, you may not use the Services.

1.1 Signing up

In order to use most Services, you must register for an Euro Data Cube account. When you use our application program interfaces (APIs), each request to an API must include one of your account's unique API keys.

Please carefully guard the security of your account and monitor use of your API keys. You are responsible for all use of the Services under your account, whether or not authorized, including any use of your API keys. At our discretion, we may make limited exceptions to this policy for unauthorized use of your account if you notify us of the problem promptly.

If you are entering into this agreement on behalf of your company or another legal entity, you represent that you have the authority to bind that entity to these Terms, in which case “you” will mean the entity you represent.

1.2 Our services

We will make geoDB Services available to you in accordance with these Terms, we grant you a non-exclusive, revocable license and right to:

- Use the Services within 3rd party applications; and
- Use the Services to develop online services and online, desktop, or mobile applications; and
- Make the Services available to end users in connection with their use of your online services and online, desktop, or mobile applications.
- Create printed and on-line media or videos.

Within trial period and within non-commercial plans you may only use services for non-commercial purposes and for research. When paid subscription plans, you may use services for both commercial and non-commercial purposes.

1.3 Data

You may use data offered by geoDB Services through our APIs without limitation, as long as it complies with Dataset specific terms and conditions.

Your services and applications may permit end-users to cache data retrieved through geoDB Services on their devices (e.g., laptops, smartphones, or tablets) for offline use.

1.4 Unlawful and other unauthorized uses

You may not use the Services for any unlawful purpose. Your use of the Services must comply with all local rules regarding online conduct and acceptable content.

You may not use the Services in any manner that could damage or overburden the Services or interfere with any other party's use of the Services.

You may not engage in other unacceptable use of the Services, which includes:

- Disseminating material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
- Aiding or implementing practices violating basic human rights or civil liberties;
- Disseminating or storing material that infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
- Creating a false identity or otherwise attempting to mislead others as to the identity or origin of any communication;
- Exporting, re-exporting, or permitting downloading of any content in violation of any export or import law, regulation, or restriction of the European Union and its agencies or authorities, or without all required approvals, licenses, or exemptions;
- Interfering with or attempting to gain unauthorized access to any computer network;
- Transmitting viruses, Trojan horses, or any other malicious code or program; or
- Engaging in any other activity deemed by Brockmann Consult GmbH to be in conflict with the spirit or intent of these Terms.

1.5 Documentation

In addition to the requirements above, you must adhere to all policies posted on the Euro Data Cube site¹. All such policies are incorporated by reference into these Terms.

1.6 Your content

Your content is your content. You retain ownership of all content that you contribute to the Services.

Limited to the purpose of hosting your content so that we can provide the Services to you, you hereby grant Brockmann Consult GmbH a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Brockmann Consult GmbH to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Brockmann Consult GmbH these rights.

On termination of your account, Brockmann Consult GmbH will make all reasonable efforts to promptly remove from the site and cease use of your content; however, you recognize and agree that caching of or references to the content may not be immediately removed.

¹ <https://eurodatacube.com>

1.7 Our content and third-party content

Other than your content, all content accessible through the Services, including text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations, are the property of BC and/or third parties and are protected by German and international copyright laws. You may be held liable for any unauthorized copying or disclosure of this content. You agree that BC's licensors shall be third party beneficiaries to these Terms and that these companies may directly enforce, and may rely upon, any provision of the Terms that confers a benefit on them or grants rights in favour of them.

All logos and product names appearing on or in connection with the Services are proprietary to BC or its licensors and/or suppliers. You may not remove any proprietary notices or product identification labels from the Services' software, maps, or other content.

1.8 Publicity

We're proud to have you as a customer. During the term of this agreement, you hereby grant us a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks, and logos for the purpose of identifying you as a BC customer to promote and market BC services. Of course, if you prefer, we not use your logo or name in a particular way, just let us know, and we will respect that.

1.9 Charges and payment

EDC geoDB Services require payment. We or one of our partners may charge your credit card on an ongoing basis in advance of providing Services or as needed for prepayments for your subscription fee, any applicable sales taxes, and any other charges you may incur in connection with your use of geoDB Services. The subscription fee is billed in full on the first day of each billing period, unless and until you cancel your subscription.

We are not responsible for any bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by BC or one of our partners. Currency exchange settlements will be based on agreements between you and the provider of your credit card.

All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law.

1.10 Consumption Units

Service consumption is measured in cells requested from the service for geoDB Access or in GB for geoDB manage.

1.11 Account cancellation or suspension

We don't want you to leave, but you may cancel at any time. However, we do not give pro-rated refunds for unused time if you cancel during the middle of a billing cycle.

The limited license granted by this agreement terminates automatically, without notice to you, if you breach any of these Terms.

In addition, BC may cancel or suspend your account for any reason by providing you thirty days advance notice. Upon cancellation or suspension, your right to use the Services will stop immediately. You may not have access to data that you stored on the site after we cancel or suspend your account. You are responsible for backing up data that you use with the Services. If we cancel

your account in its entirety without cause, we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we cancelled your account.

1.12 Changes to services or terms

We reserve the right to modify these Terms at any time by posting the changed terms on the Euro Data cube website. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after we post of changes constitutes your binding acceptance of the new terms.

We may change the features and functions of the Services, including APIs, and the terms of the SLA may change over time. It is your responsibility to ensure that calls or requests you makes to the Services are compatible with then-current geoDB APIs.

1.13 Indemnification

You agree to indemnify and hold harmless BC and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees arising out of:

- Your use of the Services;
- Your violation of these Terms;
- Your end users' use of the Services in or through an application or service you provide;
- Content you or your end users submit, post to, extracts from, or transmit through the Services.

1.14 Disclaimers

"As is," "as available" and "with all faults."

YOU EXPRESSLY AGREE THAT THE USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ITS SOFTWARE, SERVICES, MAPS, AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

No warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BROCKMANN CONSULT GMBH DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROCKMANN CONSULT GMBH OR THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Website operation.

BROCKMANN CONSULT GMBH DOES NOT WARRANT THAT THE SITE, INCLUDING ANY SOFTWARE, SERVICES, MAPS, OR CONTENT OFFERED ON OR THROUGH THE SITE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

Non-BROCKMANN CONSULT GMBH content.

WHEN USING THE SERVICES YOU MAY BE EXPOSED TO USER SUBMISSIONS AND OTHER THIRD PARTY CONTENT ("NON-BC CONTENT"), AND SOME OF THIS CONTENT MAY BE INACCURATE, OFFENSIVE,

INDECENT, OR OTHERWISE OBJECTIONABLE. WE DO NOT ENDORSE ANY NON-BC CONTENT. UNDER NO CIRCUMSTANCES WILL BROCKMANN CONSULT GMBH BE LIABLE FOR OR IN CONNECTION WITH THE NON-BC CONTENT, INCLUDING FOR ANY INACCURACIES, ERRORS, OR OMISSIONS IN ANY NON-BC CONTENT, ANY INTELLECTUAL PROPERTY INFRINGEMENT WITH REGARD TO ANY NON-BC CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-BC CONTENT.

Accuracy.

BC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Harm to your computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT TO YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

Jurisdiction.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

1.15 Limitation of liability

Limitation of liability.

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING NEGLIGENCE, SHALL BC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SITE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE, EVEN IF BC OR A BC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of damages.

IN NO EVENT SHALL THE TOTAL LIABILITY OF BC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED EURO (100 EUR) OR FEES PAID OR PAYABLE TO BC IN THE TWELVE MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.

Reference sites.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE OR OTHERWISE BY THIRD PARTIES OTHER THAN BC AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU THROUGH ANY THIRD PARTY SITES.

Claim period.

YOU AND BC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF THESE TERMS OR RELATED TO BC MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

2 Service Level Agreement

This agreement represents a Service Level Agreement (“SLA” or “agreement”) between the user of EDC geoDB Services and Brockmann Consult GmbH, the service provider.

2.1 Duration

The Agreement is valid until one party decides to cancel it, which is possible at the end of each month. The Agreement is automatically prolonged if none of the parties has cancelled it prior to the end of the current month.

2.2 Service Specifications

EDC geoDB service is a webservice, which allows for storing feature data in a database and manage their availability to others (manage) or to read data from the database (access). The available data sources are continuously extended to optimally meet user requirements.

A description of the current service offer including prices is given in the EDC brochure².

2.3 Service provider responsibilities

- The service provider operates EDC geoDB Services as webservices and offers APIs and applications for users.
- The webservices will be operated 24/7.
- The Services rely on the availability of respective input data. The Service Provider is not responsible for late availability or absence of the input data.
- The service provider will keep service downtimes as short as possible. Users will be notified about service unavailability via the Euro Data cube website. If possible, an estimated length of the period of unavailability will be given. Target availability is 97%.
- Service interruptions due to maintenance will be kept as short as possible and users will be informed via announcements on the Euro Data Cube website.
- The service provider will provide user support through the helpdesk of Euro Data Cube during business days. The target response time is next business day.

2.4 Service user responsibilities

- The Service user respects the terms of service and uses the Service according to its purpose.
- The Service user informs the Service Provider of any malfunctioning or issue he or she acquires knowledge of.
- The Service user settles any legitimate request for payment for Service usage.

² https://cockpit.hub.eox.at/storage/uploads/edc-editor/Euro_Data_Cube_summary_brochure.pdf

3 EDC geoDB Services Privacy Policy

EDC geoDB Services are provided by Brockmann Consult GmbH. This privacy policy explains how our organization uses the personal data we collect from you when you use EDC geoDB Services.

Topics:

- What data do we collect?
- How do we collect your data?
- How will we use your data?
- How do we store your data?
- Marketing
- What are your data protection rights?
- What are cookies?
- How do we use cookies?
- What types of cookies do we use?
- How to manage your cookies
- Privacy policies of other websites
- Changes to our privacy policy
- How to contact us
- How to contact the appropriate authorities

3.1 What data do we collect?

The following information is stored when you use EDC geoDB Services:

- Name and surname
- Email address
- User id
- Full details on any request executed through the geoDB Service APIs

3.2 How do we collect your data?

You directly provide Brockmann Consult with most of the data we collect. We collect data and process data when you:

- Register online
- Authenticate with one of the EDC geoDB Services
- Issue a request with one of the EDC geoDB Services
- Use or view our website via your browser's cookies

Brockmann Consult GmbH may also receive your data indirectly from the Euro Data Cube Market Place.

3.3 How do we use your data?

Brockman Consult GmbH collects your data so that we can:

Authenticate you and authorise the usage of EDC geoDB Services that you have subscribed to. Email you in case we want to transfer any relevant information with respect to the usage of EDC geoDB Services or any of your geoDB service requests.

We also share your information with Sinergise Laboratory for Geographical Information Systems Ltd and EOX IT Services GmbH if this is required to offer you the EDC geoDB Services you subscribed to or for the billing of your geoDB Service usage.

When Brockmann Consult GmbH processes your order, it or one of the above-mentioned partners may send your data to, and also use the resulting information from, credit reference agencies to prevent fraudulent purchases.

3.4 How do we store your data?

Brockmann Consult GmbH securely stores your data at servers on our own premises or on servers at any of the cloud service providers used to provide EDC geoDB Services.

Brockmann Consult GmbH will keep your personal data as long as you have subscribed to EDC geoDB Services and until you request to erase them.

3.5 What are your data protection rights?

Brockmann Consult GmbH would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request Brockmann Consult GmbH for copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that Brockmann Consult GmbH correct any information you believe is inaccurate. You also have the right to request Brockmann Consult GmbH to complete the information you believe is incomplete.

The right to erasure – You have the right to request that Brockmann Consult GmbH erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that Brockmann Consult GmbH restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to Brockmann Consult's processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that Brockmann Consult GmbH transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email:

info@brockmann-consult.de

Call us at: +49 (0)40 69 63 89 - 300

Or write to us:

Brockmann Consult GmbH

Chrysanderstr. 1

D-21029 Hamburg, Germany

3.6 Cookies

Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. When you visit our websites, we may collect information from you automatically through cookies or similar technology.

For further information, visit allaboutcookies.org.

3.7 How do we use cookies?

Brockmann Consult GmbH uses cookies in a range of ways to improve your experience on our website and webservices, including:

Keeping you signed in and understanding how you use our website.

3.8 What types of cookies do we use?

There are a number of different types of cookies, however, our website and webservices use:

Functionality – Brockmann Consult GmbH uses these cookies so that we recognize you on our website and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies are used.

3.9 How to manage cookies

You can set your browser not to accept cookies, and the above website tells you how to remove cookies from your browser. However, in a few cases, some of our website features may not function as a result.

3.10 Privacy policies of other websites

The Brockmann Consult GmbH website contains links to other websites. Our privacy policy applies only to our website, so if you click on a link to another website, you should read their privacy policy.

3.11 Changes to our privacy policy

Brockmann Consult GmbH keeps the EDC geoDB privacy policy under regular review and places any updates in this document. This privacy policy was last updated on 21 April 2020.

3.12 How to contact us

If you have any questions about EDC geoDB Service's privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Email us at:

info@brockmann-consult.de

Call us at: +49 (0)40 69 63 89 - 300

Or write to us:

Brockmann Consult GmbH

Chrysanderstr. 1

D-21029 Hamburg, Germany

3.13 How to contact the appropriate authority

Should you wish to report a complaint or if you feel that Brockmann Consult GmbH has not addressed your concern in a satisfactory manner, you may contact:

Der Bundesbeauftragte für den Datenschutz und die Informationsfreiheit

Husarenstraße 30

53117 Bonn

Tel.: +49 228 997799 0

Fax: +49 228 997799 5550

email: poststelle@bfdi.bund.de

Website: <http://www.bfdi.bund.de/>

Terms of Service and Service Level Agreement for xcube Generator services

Version 1.1, 28/08/2020

1 Terms of Service

xcube Generator services are webservices provided by Brockmann Consult GmbH ("BC", "we", or "us"). By using xcube Generator services ("Services"), you agree to be bound by the following Terms of Service and any future modifications (collectively, the "Terms"). You also acknowledge that you accept the practices and policies outlined in the Privacy Policy on this page. Please read them carefully. If you don't agree to these Terms, you may not use the Services.

1.1 Signing up

In order to use most Services, you must register for an Euro Data Cube account. When you use our application program interfaces (APIs), each request to an API must include one of your account's unique API keys.

Please carefully guard the security of your account and monitor use of your API keys. You are responsible for all use of the Services under your account, whether or not authorized, including any use of your API keys. At our discretion, we may make limited exceptions to this policy for unauthorized use of your account if you notify us of the problem promptly.

If you are entering into this agreement on behalf of your company or another legal entity, you represent that you have the authority to bind that entity to these Terms, in which case "you" will mean the entity you represent.

1.2 Our services

We will make the xcube Generator Services available to you in accordance with these Terms, we grant you a non-exclusive, revocable license and right to:

- Use the Services within 3rd party applications; and
- Use the Services to develop online services and online, desktop, or mobile applications; and
- Make the Services available to end users in connection with their use of your online services and online, desktop, or mobile applications.
- Create printed and on-line media or videos.

Within trial period and within non-commercial plans you may only use services for non-commercial purposes and for research. When paid subscription plans, you may use services for both commercial and non-commercial purposes.

1.3 Data

You may use data offered by xcube Generator Services through our APIs without limitation, as long as it complies with Dataset specific terms and conditions.

Your services and applications may permit end-users to cache data retrieved through xcube Generator Services on their devices (e.g., laptops, smartphones, or tablets) for offline use.

1.4 Unlawful and other unauthorized uses

You may not use the Services for any unlawful purpose. Your use of the Services must comply with all local rules regarding online conduct and acceptable content.

You may not use the Services in any manner that could damage or overburden the Services or interfere with any other party's use of the Services.

You may not engage in other unacceptable use of the Services, which includes:

- Disseminating material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
- Aiding or implementing practices violating basic human rights or civil liberties;
- Disseminating or storing material that infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
- Creating a false identity or otherwise attempting to mislead others as to the identity or origin of any communication;
- Exporting, re-exporting, or permitting downloading of any content in violation of any export or import law, regulation, or restriction of the European Union and its agencies or authorities, or without all required approvals, licenses, or exemptions;
- Interfering with or attempting to gain unauthorized access to any computer network;
- Transmitting viruses, Trojan horses, or any other malicious code or program; or
- Engaging in any other activity deemed by Brockmann Consult GmbH to be in conflict with the spirit or intent of these Terms.

1.5 Documentation

In addition to the requirements above, you must adhere to all policies posted on the Euro Data Cube site¹ or the xcube documentation². All such policies are incorporated by reference into these Terms.

1.6 Your content

Your content is your content. You retain ownership of all content that you contribute to the Services.

Limited to the purpose of hosting your content so that we can provide the Services to you, you hereby grant Brockmann Consult GmbH a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Brockmann Consult GmbH to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Brockmann Consult GmbH these rights.

On termination of your account, Brockmann Consult GmbH will make all reasonable efforts to promptly remove from the site and cease use of your content; however, you recognize and agree that caching of or references to the content may not be immediately removed.

¹ <https://eurodatacube.com>

² <https://xcube.readthedocs.io/en/latest>

1.7 Our content and third-party content

Other than your content, all content accessible through the Services, including text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations, are the property of BC and/or third parties and are protected by German and international copyright laws. You may be held liable for any unauthorized copying or disclosure of this content. You agree that BC's licensors shall be third party beneficiaries to these Terms and that these companies may directly enforce, and may rely upon, any provision of the Terms that confers a benefit on them or grants rights in favour of them.

All logos and product names appearing on or in connection with the Services are proprietary to BC or its licensors and/or suppliers. You may not remove any proprietary notices or product identification labels from the Services' software, maps, or other content.

1.8 Publicity

We're proud to have you as a customer. During the term of this agreement, you hereby grant us a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks, and logos for the purpose of identifying you as a BC customer to promote and market BC services. Of course, if you prefer, we not use your logo or name in a particular way, just let us know, and we will respect that.

1.9 Charges and payment

xcube Generator Services require payment. We or one of our partners may charge your credit card on an ongoing basis in advance of providing Services or as needed for prepayments for your subscription fee, any applicable sales taxes, and any other charges you may incur in connection with your use of xcube Services. The subscription fee is billed in full on the first day of each billing period, unless and until you cancel your subscription.

We are not responsible for any bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by BC or one of our partners. Currency exchange settlements will be based on agreements between you and the provider of your credit card.

All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law.

1.10 Processing Units

Service consumption is measured in xcube Processing Units, whose definition may differ between Services. Calculation of processing units is explained in a separate document³.

1.11 Account cancellation or suspension

We don't want you to leave, but you may cancel at any time. However, we do not give pro-rated refunds for unused time if you cancel during the middle of a billing cycle.

The limited license granted by this agreement terminates automatically, without notice to you, if you breach any of these Terms.

In addition, BC may cancel or suspend your account for any reason by providing you thirty days advance notice. Upon cancellation or suspension, your right to use the Services will stop

³ https://cockpit.hub.eox.at/storage/uploads/edc-editor/data_products/XCPUs_web_20200624.pdf

immediately. You may not have access to data that you stored on the site after we cancel or suspend your account. You are responsible for backing up data that you use with the Services. If we cancel your account in its entirety without cause, we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we cancelled your account.

1.12 Changes to services or terms

We reserve the right to modify these Terms at any time by posting the changed terms on the Euro Data cube website. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after we post of changes constitutes your binding acceptance of the new terms.

We may change the features and functions of the Services, including APIs, and the terms of the SLA may change over time. It is your responsibility to ensure that calls or requests you makes to the Services are compatible with then-current xcube APIs.

1.13 Indemnification

You agree to indemnify and hold harmless BC and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees arising out of:

- Your use of the Services;
- Your violation of these Terms;
- Your end users' use of the Services in or through an application or service you provide;
- Content you or your end users submit, post to, extracts from, or transmit through the Services.

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YOU EXPRESSLY AGREE THAT THE USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ITS SOFTWARE, SERVICES, MAPS, AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

No warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BROCKMANN CONSULT GMBH DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROCKMANN CONSULT GMBH OR THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Website operation.

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Accuracy.

BC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Harm to your computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT TO YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

Jurisdiction.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

1.15 Limitation of liability

Limitation of liability.

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING NEGLIGENCE, SHALL BC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SITE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE, EVEN IF BC OR A BC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of damages.

IN NO EVENT SHALL THE TOTAL LIABILITY OF BC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED EURO (100 EUR) OR FEES PAID OR PAYABLE TO BC IN THE TWELVE MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.

Reference sites.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY

PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE OR OTHERWISE BY THIRD PARTIES OTHER THAN BC AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU THROUGH ANY THIRD PARTY SITES.

Claim period.

YOU AND BC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF THESE TERMS OR RELATED TO BC MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

2 Service Level Agreement

This agreement represents a Service Level Agreement (“SLA” or “agreement”) between the user of xcube Generator Services and Brockmann Consult GmbH, the service provider.

2.1 Duration

The Agreement is valid until one party decides to cancel it, which is possible at the end of each month. The Agreement is automatically prolonged if none of the parties has cancelled it prior to the end of the current month.

2.2 Service Specifications

xcube Generator service is a webservice, which allows for generating data cubes from data stores and store them to object storage. The available data sources are continuously extended to optimally meet user requirements.

A description of the current service offer including prices is given in the EDC brochure⁴.

2.3 Service provider responsibilities

- The service provider operates xcube Generator Services as webservices and offers APIs and applications for users.
- The webservices will be operated 24/7.
- The Services rely on the availability of respective input data. The Service Provider is not responsible for late availability or absence of the input data.
- The service provider will keep service downtimes as short as possible. Users will be notified about service unavailability via the Euro Data cube website. If possible, an estimated length of the period of unavailability will be given. Target availability is 97%.
- Service interruptions due to maintenance will be kept as short as possible and users will be informed via announcements on the Euro Data Cube website.
- The service provider will provide user support through the helpdesk of Network of Resources and Euro Data Cube during business days. The target response time is next business day.

2.4 Service user responsibilities

- The Service user respects the terms of service and uses the Service according to its purpose.
- The Service user informs the Service Provider of any malfunctioning or issue he or she acquires knowledge of.
- The Service user settles any legitimate request for payment for Service usage.

⁴ https://cockpit.hub.eox.at/storage/uploads/edc-editor/Euro_Data_Cube_summary_brochure.pdf

3 xcube Generator Services Privacy Policy

xcube Generator Services are provided by Brockmann Consult GmbH. This privacy policy explains how our organization uses the personal data we collect from you when you use xcube Generator Services.

Topics:

- What data do we collect?
- How do we collect your data?
- How will we use your data?
- How do we store your data?
- Marketing
- What are your data protection rights?
- What are cookies?
- How do we use cookies?
- What types of cookies do we use?
- How to manage your cookies
- Privacy policies of other websites
- Changes to our privacy policy
- How to contact us
- How to contact the appropriate authorities

3.1 What data do we collect?

The following information is stored when you use xcube Generator Services:

- Name and surname
- Email address
- User id
- Full details on any request executed through the xcube Service APIs

3.2 How do we collect your data?

You directly provide Brockmann Consult with most of the data we collect. We collect data and process data when you:

- Register online
- Authenticate with one of the xcube Generator Services
- Issue a request with one of the xcube Generator Services
- Use or view our website via your browser's cookies, this includes the xcube gen app or the xcube viewer.

Brockmann Consult GmbH may also receive your data indirectly from the Euro Data Cube Market Place.

3.3 How do we use your data?

Brockman Consult GmbH collects your data so that we can:

Authenticate you and authorise the usage of xcube Service that you have subscribed to. Email you in case we want to transfer any relevant information with respect to the usage of xcube Generator Services or any of your xcube service requests.

We also share your information with Sinergise Laboratory for Geographical Information Systems Ltd and EOX IT Services GmbH if this is required to offer you the xcube Generator Services you subscribed to or for the billing of your xcube Service usage.

When Brockmann Consult GmbH processes your order, it or one of the above-mentioned partners may send your data to, and also use the resulting information from, credit reference agencies to prevent fraudulent purchases.

3.4 How do we store your data?

Brockmann Consult GmbH securely stores your data at servers on our own premises or on servers at any of the cloud service providers used to provide xcube Generator Services.

Brockmann Consult GmbH will keep your personal data as long as you have subscribed to xcube Generator Services and until you request to erase them.

3.5 What are your data protection rights?

Brockmann Consult GmbH would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request Brockmann Consult GmbH for copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that Brockmann Consult GmbH correct any information you believe is inaccurate. You also have the right to request Brockmann Consult GmbH to complete the information you believe is incomplete.

The right to erasure – You have the right to request that Brockmann Consult GmbH erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that Brockmann Consult GmbH restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to Brockmann Consult's processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that Brockmann Consult GmbH transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email:

info@brockmann-consult.de

Call us at: +49 (0)40 69 63 89 - 300

Or write to us:

Brockmann Consult GmbH

Chrysanderstr. 1

D-21029 Hamburg, Germany

3.6 Cookies

Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. When you visit our websites, we may collect information from you automatically through cookies or similar technology.

For further information, visit allaboutcookies.org.

3.7 How do we use cookies?

Brockmann Consult GmbH uses cookies in a range of ways to improve your experience on our website and webservices, including:

Keeping you signed in and understanding how you use our website.

3.8 What types of cookies do we use?

There are a number of different types of cookies, however, our website and webservices use:

Functionality – Brockmann Consult GmbH uses these cookies so that we recognize you on our website and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies are used.

3.9 How to manage cookies

You can set your browser not to accept cookies, and the above website tells you how to remove cookies from your browser. However, in a few cases, some of our website features may not function as a result.

3.10 Privacy policies of other websites

The Brockmann Consult GmbH website contains links to other websites. Our privacy policy applies only to our website, so if you click on a link to another website, you should read their privacy policy.

3.11 Changes to our privacy policy

Brockmann Consult GmbH keeps the xcube Generator Services privacy policy under regular review and places any updates in this document. This privacy policy was last updated on 21 April 2020.

3.12 How to contact us

If you have any questions about xcube Service's privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Email us at:

info@brockmann-consult.de

Call us at: +49 (0)40 69 63 89 - 300

Or write to us:

Brockmann Consult GmbH

Chrysanderstr. 1

D-21029 Hamburg, Germany

3.13 How to contact the appropriate authority

Should you wish to report a complaint or if you feel that Brockmann Consult GmbH has not addressed your concern in a satisfactory manner, you may contact:

Der Bundesbeauftragte für den Datenschutz und die Informationsfreiheit

Husarenstraße 30

53117 Bonn

Tel.: +49 228 997799 0

Fax: +49 228 997799 5550

email: poststelle@bfdi.bund.de

Website: <http://www.bfdi.bund.de/>