

TERMS OF PARTICIPATION

ONLINE BETA PHASE OF COPERNICUS APP LAB

The terms of participation below apply to all those who sign up as beta users in the H2020 project [Copernicus App Lab](#). If you plan to participate in our beta testing, please read the terms carefully, as your participation will acknowledge your acceptance of them.

This agreement is made by and among the members of the Copernicus App Lab consortium, which consists of: AZO Anwendungszentrum GmbH Oberpfaffenhofen, Germany; National and Kapodistrian University of Athens (UoA), Greece; Terradue Srl, Italy; RAMANI B.V., the Netherlands; VITO, Belgium (“the Organiser”); and you (“the User”).

GENERAL

1. The H2020 project “Copernicus App Lab” provides an easy data access platform that brings together the scientific Earth observation (EO) community and mobile developers. At the end of the project, a proof-of-concept will provide data from the Copernicus land, marine environment, and atmosphere monitoring services as linked open data to promote the inclusion of EO data into value-added services and/or mobile applications.
2. Until the end of the project – 31.10.2018 – , developers from all over Europe are invited to use the tools and data provided by the Copernicus App Lab and offer their feedback through a [pre-defined survey](#). In addition, a technical help desk will assess any problems or difficulties developers may have while working on the platform.
3. Based on the feedback received, the work plan and specifications for the final versions of all deliverables will be adjusted so that a proof-of-concept can be delivered at the end of the project.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:



Obligations of Users

- a. **Testing.** During the beta testing, the User agrees to test the tools provided. The User also agrees to use the tools provided to carry out testing on the prototype.
- b. **Notice of errors.** Users shall endeavour to notify the Organiser of any failure, error, or other malfunction of any part of the prototype at their earliest convenience after the occurrence of any such event.
- c. **Modifications.** Based on the errors reported by the User during the beta testing period, the Organiser may make modifications and changes to the prototype. The User understands that these modifications and changes may be incompatible with previous modifications and could include substantial changes to the system and its operating procedures.
- d. **Feedback.** The User will provide the Organiser with detailed and truthful feedback as requested on the [questionnaire](#) to be completed by the User.

Obligations of the Organiser

- a. **Technical assistance.** The Organiser will provide the User with any technical assistance the Organiser deems necessary to properly test the prototype during the beta phase. The Organiser will provide the User with all relevant information prior to the testing.
- b. **Modifications.** During the beta testing, the Organiser will evaluate the test data and error reports provided by the User. The Organiser will endeavour to make any modifications and improvements it deems appropriate to the prototype and provide the same to the User at no cost; the Organiser is not, however, obligated to make any such modifications or improvements.
- c. **Confidentiality and data storage.** The personal data collected from Users by the Organiser will be kept strictly confidential. The Organiser will not distribute the User's information in any way.



- d. **Ownership.** The User acknowledges that the prototype is to be loaned to the User free of charge for beta testing and that the Organiser will retain ownership of all rights, titles, and interests pertaining to the prototype, its design and documentation, and the intellectual property rights therein and thereto (including all patent rights, design rights, copyrights, and trade secret rights without limitation) subject to the tools provided.
- e. **Participation.** Your participation is voluntary. You may refuse to participate without penalty. If you decide to participate, you are free to withdraw at any time.

MISCELLANEOUS

Participation in the beta testing shall be governed by German law. Place of jurisdiction shall be Munich, Germany.

AZO reserves the right to modify these terms, including any of the deadlines set forth herein, at any time.

Version dated 31 July 2018

