

End User Licence Agreement for using the KCDC IAP webportal and the KCDC data (EULA)

Preamble

This EULA provides the rights and duties of the usage of the KASCADE Cosmic Ray Data Centre (KCDC) webportal (hereinafter called WEBPORTAL) as well as the corresponding scientific KCDC data (hereinafter called DATA).

The Karlsruhe Institute of Technology (KIT) is the owner of the WEBPORTAL which contains DATA, as well as printable materials about KCDC and online or electronic documentation about KCDC (hereinafter called DOCUMENTS), and related modules (hereinafter called SERVICES) of KCDC.

Please read this EULA carefully. By using the WEBPORTAL or by using any SERVICES or by downloading DATA, You (You, as the licensee, are hereinafter called YOU) agree that this EULA is enforceable like any written contract signed by YOU. If YOU do not agree to all of the terms of this EULA, click on the button that indicates that YOU do not agree to accept the terms of this EULA (if applicable) and do not continue the use of the WEBPORTAL, the provided DATA or the SERVICES.

The WEBPORTAL and the DATA provided to YOU by KIT, via online transmission or otherwise, are governed by the terms of this EULA, which may be amended or upgraded from time to time by KIT. The DATA are distributed solely for use by authorized users according to the terms of this EULA. Any use, reproduction, modification or distribution of the DATA not expressly authorized by the terms of this EULA is expressly prohibited.

I. Limited Use Licence

KIT hereby grants to YOU a limited, personal, nonexclusive, non-transferable, non-sublicensable, non-assignable, non-commercial and fully revocable licence to

- (a) use the WEBPORTAL and
- (b) DATA
- (c) DOCUMENTS
- (d) SERVICES

in compliance with good scientific practice

for YOUR academic purposes only. "Non-commercial" means that the DATA are used in no project for third parties and YOU are paid no money or granted values in lieu of cash for the use of the DATA.

YOU shall not

- In whole or in part, copy, photocopy, reproduce, derive, modify the DATA; provided, however, that YOU may make copies for personal purposes only;
- exploit the WEBPORTAL or any of its parts, including without limitation the SERVICES and DOCUMENTS, for any commercial purpose or modify any files that are a part of the WEBPORTAL or the provided DATA in any way not expressly authorized by KIT;
- intercept, emulate or redirect the communication protocols used by KIT for the SERVICES in any way, for any purpose;
- facilitate, create or maintain any unauthorized connection to the WEBPORTAL or the SERVICES, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the WEBPORTAL; and (b) any connection using programs or tools not expressly approved by KIT;
- sell, grant a security interest in or transfer reproductions of the WEBPORTAL to other parties in any way not expressly authorized herein, or rent, lease or licence the WEBPORTAL or provided data to others.
- manipulate, modify or otherwise alter the provided DATA in ways which are not in accord with good scientific practice, such as, but not limited to, omitting values or changing values on YOUR sole digression.

This EULA remains in effect for any partial selection of the DATA

II. Warranty and Liability

To the maximum extent permitted by applicable law, YOU expressly agree that the use of the WEBPORTAL, the DATA, the SERVICES and the DOCUMENTS is at YOUR sole risk.

The WEBPORTAL, the DATA, the SERVICES and the DOCUMENTS are provided on an “as is” and “as available” basis for YOUR use, without warranties of any kind either expressed or implied, unless such warranties may not be excluded by law.

KIT provides the WEBPORTAL, the DATA, the SERVICES and the DOCUMENTS on a reasonable basis and does not warrant merchantability or fitness for a particular purpose or that YOU will be able to access or use the WEBPORTAL or the SERVICES at times or locations of YOUR choosing, or that KIT will have adequate capacity for KIT SERVICES as a whole or in any specific geographic area use of the WEBPORTAL, including, without limitation, all communication features of the WEBPORTAL, is at YOUR sole risk.

Except for cases of intent or gross negligence, KIT shall not be liable to YOU for any error in conjunction with the WEBPORTAL, the DATA, the SERVICES or the DOCUMENTS and KIT shall not be liable for any direct, indirect or consequential loss or damage, such as, but not limited to, loss of profit and loss of revenue, due to the use of the WEBPORTAL, the DATA, the SERVICES or the DOCUMENTS.

Except for cases of intent or gross negligence, KIT shall not be liable to YOU for legal defects of the WEBPORTAL, the DATA, the SERVICES or the DOCUMENTS or possible claims of third parties. At the moment KIT is not aware of any claims enforced by third parties against the use of the WEBPORTAL, the DATA, the SERVICES or the DOCUMENTS. YOU shall be liable for any loss, damage or injury to third parties against the use of the WEBPORTAL, the DATA, the SERVICES or the DOCUMENTS.

Furthermore YOU will indemnify and hold harmless KIT and its employees from and against any third party claims in connection with the utilization of the WEBPORTAL, the DATA, the SERVICES or the DOCUMENTS.

III. Publication obligations

YOU are obliged to name in an appropriate manner KIT as the author of the WEBPORTAL, the DATA, the SERVICES and the DOCUMENTS and when publishing results, which are obtained utilizing the DATA. Furthermore, YOU shall cite the KASCADE Collaboration and KCDC. The collaboration shall be cited by the paper “**A.Haungs et al; Eur. Phys. J. C (2018) 78:741; “The KASCADE Cosmic-ray Data Centre KCDC: granting open access to astroparticle physics research data”**”; (doi: 10.1140/epjc/s10052-018-6221-2) if not stated otherwise on the WEBPORTAL. The WEBPORTAL shall be cited by referring to the url kcdc.iap.kit.edu if not stated otherwise on the WEBPORTAL. The KIT shall be cited by referring to *KIT, Karlsruhe Institute of Technology* if not stated otherwise on the WEBPORTAL.

IV. Termination

This EULA (and all subsequent modifications by KIT, if any) shall remain effective until terminated. KIT may terminate the WEBPORTAL and the SERVICES at any time for any reason or for no reason. KIT will notice YOU about such a termination or deletion of YOUR Account, or KIT’s decision to permanently discontinue offering and/or supporting the WEBPORTAL and related services, which it may do at any time in its sole discretion. YOU may terminate this EULA (and, consequently, YOUR Account and the use of the DATA), at any time by notifying KIT at iap-kcdc@lists.kit.edu . Upon termination of this EULA, YOUR right to use the services of the WEBPORTAL and the DATA shall immediately cease.

V. Obligations after Termination

- (1) All rights of YOU in the use of the WEBPORTAL and downloading DATA shall end with the termination of this EULA. YOU shall remove from YOUR hardware and delete the DATA as well as all copies made thereof and shall declare this in writing to KIT within one month after termination.
- (2) After the termination of this EULA the obligations in “II.”, “III.” and “VI.” will continue to be effective.

VI. Jurisdiction and Applicable Law

Any disputes arising from or in connection with this EULA, which cannot be solved amicably, shall be referred to the courts in Karlsruhe. The applicable law shall be that of the Federal Republic of Germany.

VII. General Terms

- A. **Severability.** Should a provision of this EULA be invalid or become invalid or should this EULA contain an omission, the validity of the rest of provisions shall not be affected. The parties to this EULA shall substitute retroactively such invalid provision by a new provision reflecting as much as possible the intention of the parties to this EULA in a lawful manner in terms of the economic result; the same shall apply in the case of an omission.
- B. **Waiver.** The failure of KIT to exercise or enforce any right or provision of this will not constitute a waiver of such right or provision, any such waiver being effective only if in a writing signed by KIT.
- C. **Force Majeure.** KIT shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of KIT, including, without limitation, any failure to perform hereunder due to unforeseen circumstances or cause beyond KIT's control such as acts of god, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.
- D. This EULA constitutes the entire agreement between YOU and KIT relating to YOUR rights and obligations in the use of the WEBPORTAL, the DATA, the SERVICES and the DOCUMENTS.
- E. **Commercial Use.** As an alternative to this EULA, KIT offers a licence to use the DATA commercially as well, on the basis of a commercial licence agreement. If YOU are interested in such a licence please contact KIT, Institute for Astroparticle Physics (IAP), the KCDC Group and the contact person provided on the WEBPORTAL.

YOU hereby acknowledge that YOU have read and understood this EULA and agree that by clicking "Accept" YOU are acknowledging to be bound by the terms and conditions of these EULA.