

Geohazards Thematic Exploitation Platform

End-User License Agreement for the GEP Services

Title	GEP Platform Services EULA
Reference	T2-CLEO-GEP-TN-20-023
Issue	1.0
Date	2020-05-25
Status	Final



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Change record

Date	Issue	Section	Page	Comment
2020-05-25	1.0	All	All	Initial issue

Control document

Process	Name	Date
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1. Introduction

1.1. Purpose and Scope

This agreement is made between the "The Service Provider" - Terradue - and "The User" - to cover the provision and support of the service(s) as described hereafter.

The intent of this End-User License Agreement (EULA) is to ensure the proper understanding and commitments are in place for effective provision of the GEP services.

1.2. Document Structure

This section describes the structure of the document.

- Section 1 is this introduction
- Section 2 describes the service components
- Section 3 define the services terms and conditions of usage

1.3. Applicable and Reference Documents

This section contains the applicable and reference documents.

ID	Title	Reference	Issue	Date
[A1]	SoW of EO Network of Resources BP ITT to procure service from Platform Tier Service Providers	19-CLOU-002_003 SOW	1.0	2020-03-25



2. Service Description

This EULA applies to the following services (that will be collectively indicated as "The Service" in the following) provided by the GEP Platform:

Data Processing Services

This service offers access to a set of algorithms (i.e. processing services) which can be applied to one or more EO products to obtain a specific information.

The Platform is equipped with a large set of EO processing services including

- Optical and SAR services for rapid EO data screening and combination (incl. active fires and hot spots detection as well as burnt areas mapping)
- Conventional InSAR/optical services for earthquake response, land subsidence and volcanoes monitoring
- Optical services for landslide detection, inventory mapping and monitoring of landslide motion
- Advanced Terrain Motion services for SAR time series analysis
- SAR and Optical services for Flood Monitoring

In terms of functionality, it is possible to select the products on which the algorithm is applied as well as to specify some of the algorithm parameters. To support this kind of services the Platform offers a catalogue of the EO data available, to allow the selection of the input data, and the possibility to upload additional user data. Results are stored online in a user private space and can be downloaded on the user's machine. It is possible to share the processing results with other people on the platform or publicly on the internet.

The Data Processing Services operated on GEP are split in two subcategories according to the complexity of the underlying algorithm as specified in Annex 1 of this EULA document:

- Conventional
- Advanced

User Algorithm Hosting

This service is meant for developer users to plug onto the Platform already existing scientific applications written in a variety of languages (e.g. Java, C++, IDL, Python, R), and then deploy, automate, manage and scale them in a very modular way.

It offers access to a development environment in the Platform Cloud infrastructure and an online resource exposing a standard OGC API that allows the developer user to upload his algorithm (also developed offline) onto the platform and deploy it as a Platform-operated data processing service.

The User Algorithm Hosting Service enables the use of such algorithms with the EO data and user private data and takes care about the access to and use of processing resources. It makes possible the sharing of the algorithm with other users of the platform.



Interactive Development Services

This service provides a set of online development tools, in the form of Jupyter Notebooks or Developer Cloud Sandboxes, that allow the users to develop an algorithm with direct access to the other Platform services. It offers a catalogue of the EO and result data available, to allow the selection of the input data, the possibility to upload additional user data and the possibility to download the results and figures. Results are stored online in a user private space and can be shared with other users or publicly on the internet. This service also allows the creation of a processing service from a developed algorithm, that can be included in the Data Processing Services of the platform and made accessible to other users.

User Support Services

This is the specific user support provided for the exploitation of the hosted services and for the integration of the algorithms into the cloud environment. The support is provided through documentation (i.e. tutorials, forum, knowledge base) and a dedicated support team that is reachable via the Platform helpdesk instance and via email.

Advanced support for the Services Providers in best integrating their algorithms with the Platform services and tools and exploiting them is also made available via specific hands-on sessions.

Tailored technical and thematic training sessions based on the Platform services can be organized as part of this service.

Value added Products Provision

This Service offers pre-generated datasets (also indicated as value-added products) providing specific information derived from EO satellite products as results of the application of an algorithm. It also offers hosting of EO collections brought by the user for private use or to be shared with other users of the Platform.

The indicated products can be downloaded by a user or used as input in other cloud based EO services within the Platform. This service can be used also to provide advanced access (e.g. PSI time series extraction) to EO satellite products.



3. Service Terms and Conditions

3.1. Terms of Service

This Platform, geohazards-tep.eu (the "platform"), is governed by the GEP consortium and operated by Terradue Srl. ("Terradue", "we" or "us"). By using the platform tier service, the services hosted on the platform, or the data content we make available to Users ("you") through the services (collectively, "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.

3.2. Signing up

In order to use most Services, you must register for a GEP 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 and warrant that you have the authority to bind that entity to these Terms, in which case "you" will mean the entity you represent.

3.3. Platform-based Services

We will make the GEP and the Services hosted on GEP available to you in accordance with these Terms. We grant you a non-exclusive, revocable license and right to:

- Use the Services from or within 3rd party applications; and
- Use the Services to develop new online services and online, desktop, or mobile applications.
- Create printed and online media or videos
- Within the trial period and within non-commercial plans you may only use the Services for non-commercial purposes and for research. When using Commercial subscription plans, you may use the Services for both commercial and non-commercial purposes unless otherwise explicitly specified for the specific platform service being used.

3.4. Data

You may use data offered by GEP (collectively "GEP Data") through our APIs without limitation, as long as it complies with Dataset specific terms and conditions in the following subsection.



3.4.1. Dataset Specific Terms and Conditions

Within GEP there are 3rd party datasets used and distributed through the Services. User of the Services must comply with terms and conditions of the datasets used.

Sentinel Data

EU law grants free access to Copernicus Sentinel Data and Service Information for the purpose of the following use in so far as it is lawful:

- a) reproduction;
- b) distribution;
- c) communication to the public;
- d) adaptation, modification and combination with other data and information;
- e) any combination of points a to d.

See [here](#) more details on the use of Copernicus Sentinel data and service information.

Acknowledgement or credit of the Copernicus Sentinel data used through the GEP services should be provided by including a line of text citation such as the example shown below.

Contains modified Copernicus Sentinel data [Year] processed by the GEP

Landsat Data

A statement of the data source when citing, copying, or reprinting USGS Landsat data or images is requested. Details can be found on the [EROS Data Citation page](#).

Acknowledgement or credit of the USGS as data used through the GEP services should be provided by including a line of text citation such as the example shown below.

[dataset_name image] courtesy of the U.S. Geological Survey processed by the GEP

ESA's Archive of ERS and Envisat (A)SAR data

This data is provided through the ESA Online Dissemination for ERS and Envisat (A)SAR service. Utilisation of this data is subject to the Terms and Conditions specified [here](#).

The credit "*produced from ESA remote sensing data*" must be added, plus, if applicable, "*image processed by (name of the institution as indicated on the Internet Server)*" for use of these data.

For Commercial datasets made available through the platform, the related terms and conditions will be presented to You (for agreement / signature) prior to granting access to the data.

3.5. Illegal and Other Unauthorized Uses

You may not use the Services for any illegal 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 Terradue to be in conflict with the spirit or intent of these Terms.

You may not, nor may you permit any third party to, modify, create derivative works from, reverse engineer, or attempt to derive any source code from the Platform software, except as expressly permitted by a written license from us.

3.6. Your Content

Your content (data and algorithms) is your content. You retain ownership of all content that you contribute to or generate with the Services. You remain the owner of the Intellectual Property rights applicable to the algorithms integrated while using the Service.

Limited to the purpose of hosting your content so that we can provide the Services to you, you hereby grant Terradue 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 on the platform and to allow others to do so on the platform. This right and license enables Terradue to host and mirror your content on the platform. You warrant, represent, and agree that you have the right to grant Terradue these rights.

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

3.7. Our Content and Third-Party Content

Other than your content and other user contents, all content displayed on the platform or accessible through the Services, including text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations, are the property of Terradue



and/or third parties and are protected by Italian and international copyright laws. You may be held liable for any unauthorized copying or disclosure of this content.

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

3.8. Publicity

We're proud to have you as a user. 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 Platform user to promote and market the Platform 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.

3.9. Charges and Payment

Most of the Services require payment or vouchers to obtain Platform Credits.

For the case of Vouchers you need to apply for grants from the sponsor institution.

For the consumption of these credits:

- We may charge credit consumption on an ongoing basis in advance of providing Services or as needed for prepayments for your subscription fee, and any other charges you may incur in connection with your use of GEP Services. The subscription fee is billed in full on the first day of each billing period, unless and until you cancel your subscription.
- If your credit usage exceeds the services usage quota allowed by your plan, we may charge you overage fees at the end of your billing period. Overage rates vary by plan. We will notify you, when your account reaches 90% of the allowed quota within a billing period. If we fail to do so, we will not charge an overage fee for a specific billing period.
- All credits are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law.

For the case of payments:

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

3.10. Account Cancellation or Suspension

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, Terradue 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 platform 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.

3.11. Changes to Services or Terms

We reserve the right to modify these Terms at any time by posting the changed terms on the Platform web site. All changes shall be effective immediately upon posting. We will notify upon changes but please check these Terms periodically for changes. Your continued use of the Services after we post about changes constitutes your binding acceptance of the new terms.

We may change the features and functions of the Services, including APIs, as well as the terms of the EULA. It is your responsibility to ensure that calls or requests you make to the Services are compatible with the current Platform APIs. We will endeavor to avoid changes to our APIs that are not backwards compatible, if any such changes become necessary, we will use reasonable efforts to notify you prior to implementation.

In addition, we may retire Services for any reasons by providing you thirty days advance notice. If it is not possible to find within the platform a suitable replacement of the retired Service, we will refund you on a pro-rata basis the amount of your payment corresponding to the portion of your Service remaining right before we retire the Service.

3.12. Indemnification

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

- Your violation of these Terms;
- Your use of the Services;
- 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.



3.13. Disclaimers

You expressly agree that the use of the Platform is at your sole risk. The Platform 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 Platform, 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, Terradue 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 Terradue or through the site, will create any warranty not expressly stated herein.

3.14. Limitation of Liability

Under no circumstances, and under no legal theory, including negligence, shall Terradue 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 Platform, including software, services, maps, content, user submissions, or any third party services referred to on or by the Platform, even if Terradue or a Terradue authorized representative has been advised of the possibility of such damages.



4. Annex 1: GEP Processing Services

4.1. Conventional EO data processing services

Maintainer	Service
CNES / TRE-Altamira	DIAPASON InSAR Sentinel-1 TOPSAR(IW,EW)
CNES / TRE-Altamira	DIAPASON InSAR - StripMap(SM)
INGV	STEMP Hot Spots detection Sentinel-2
INGV	STEMP - Surface Temperature Map L8 and ASTER
INGV	STEMP - Surface Temperature Map Sentinel-3
Terradue	SNAP-InSAR – SNAP Sentinel-1 IW SLC Interferogram and Displacements
Terradue	COIN – Coherence and Intensity change for Sentinel-1
Terradue	SNAC - SNAP Sentinel-1 GRD Amplitude Change
Terradue	COMBI - Multi-Mission Band Combination
Terradue	RASTER - Multi-mission Full Resolution Rasterization
Terradue	GMT5SAR InSAR - Sentinel-1 TOPSAR
Terradue	GMT5SAR InSAR - Stripmap
Terradue / BRGM	SNAP CSK DInSAR
Terradue	Sentinel-1 GRD RGB composite
Terradue	Sentinel-2 RGB composites
Terradue	Sentinel-3 OLCI composites
Terradue	Sentinel-3 SLSTR composites
Terradue	Sentinel-3 Active Fire Detection
Terradue	Sentinel-2 Burned Area Analysis

Table 1: Conventional EO Data Processing Services

4.2. Advanced EO data processing services

Maintainer	Service
CNR IREA	P-SBAS Sentinel-1 processing on-demand
CNRS EOST	MPIC-OPT: Multiple pairwise optical image correlation (Sentinel-2)
CNRS EOST	DSM-OPT: Digital surface models from optical stereo satellite images
CNRS EOST	ALADIM-S2 Automatic LAndslide Detection and Inventory Mapping (Sentinel-2)
CNRS EOST	ALADIM-VHR Automatic LAndslide Detection and Inventory Mapping (Pleiades)
TRE-Altamira	FASTVEL for displacement velocity map generation

Table 2: Advanced EO Data Processing Services