

# NON-EXCLUSIVE DATA ACCESS AND RESTRICTED LICENSE AGREEMENT

**THIS AGREEMENT IS DATED 19.01.2018**

## **WHEREAS**

BigDataOcean (project funded from the European Union Horizon 2020 research and innovation programme under grant agreement No 732310) partners have in their absolute ownership and possession vessel data, which may be used restrictively by the DEBS Grand Challenge (<http://www.cs.otago.ac.nz/debs2018/calls/gc.html>) participants for use in the context of the Grand Challenge, particularly for academic research and analysis purposes.

## **IT IS HEREBY AGREED AS FOLLOWS**

### **1. DATA ACCESS AND LICENSE - RESTRICTIONS**

- 1.1 BigDataOcean (BDO) hereby grants to participating parties in the DEBS challenge a non-exclusive, non-transferable right to access and restricted license to use the Data in accordance with the terms and conditions herein.
- 1.2 Subject to terms and conditions hereof, parties shall only use the Data as described below:
  - For participants internal use only, in the context of the DEBS Grand Challenge;
  - Provided that such access and license shall not include the ability or right to copy and/or otherwise exploit the Data for commercial or distribution reasons of whatever kind;
- 1.3 Data will be hosted on the BgiDataOcean platform. Except as otherwise set forth herein, participants shall have no other rights with respect to the Data, including without limitation, any right otherwise to use, distribute, furnish or resell the Data or any portion or derivative thereof.
- 1.4 Participants may not use the Data for any illegal purpose or in any manner inconsistent with this Agreement.
- 1.5 The Data hereof is protected by international treaties and other proprietary rights and laws. Participants agree to abide by all applicable intellectual property laws concerning proprietary rights, as well as any additional notices or restrictions contained in the Data. Unauthorized use of the Data and the materials contained in it may violate applicable copyright, trademark or other intellectual property laws or other laws and shall be a breach of this agreement.
- 1.6 Participants agree to acknowledge BigDataOcean as the source of the Data in any paper and/or academic publications as is scientifically customary. For the avoidance of any doubt such ownership shall not include the commercial exploitation of any product or derivative developed as a result of this Research and/or academic result of that Research. Should the parties wish to exploit on a commercial basis such academic results, they shall agree in

writing on the details of such commercial exploitation with a new agreement.

- 1.7 BDO shall make reasonable efforts to ensure the Data is accurate. Subject to the foregoing, participants acknowledge and agree that the Data provided by BDO may be inaccurate or incomplete and are subject to error, delay or change.
- 1.8 Participant acknowledges that in no event shall BDO be liable to Participant or its affiliates for any special, incidental, indirect, punitive, consequential damages or any other damages of any kind (including, but not limited to, lost profits and damages that may result from the use of the Data, any delay or interruption of service, or omissions or inaccuracies in the information) even if BDO or any other party have been advised of the possibility thereof.