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ESWD User Agreement (academic/personal)

This User Agreement lists the terms on which the European Severe Storms Laboratory e. V., Münchner Str. 20, 82234 Wessling, Deutschland, hereinafter **ESSL,** offers selected users severe weather data from the European Severe Weather Database, briefly „ESWD". As an applicant, we ask you sign a copy and return it to ESSL, to acknowledge that you accept all of the terms of this User Agreement.

1. Using ESWD data

i. The User will refrain from any action contradicting this User Agreement or the aims of ESSL.

ii. The provided ESWD data may not be used commercially.

iii. The User may not publish raw ESWD data.

iv. The User may not transmit any raw ESWD data to any kind of third parties.

v. In addition to raw ESWD data, (iii.) and (iv.) also apply to derived works to which little scientific value has been added by the User (i.e. a map of data not presented in a scientific context), this to be judged by ESSL.

vi. Exceptions to points iii, vi, and v require prior written confirmation by ESSL.

vii. Derived works that are presented in a scientific context (like a formal scientific publication or a contribution to a scientific conference; this to be judged by ESSL) may be transferred and published by the User if the following indication of the database ("ESWD, European Severe Weather Database (https://www.eswd.eu/ESWD/)") is made in a well-visible and readable way. The User must ensure that it is not possible that any third party recreate the original data from the derived product with reasonable accuracy. In case of a formal scientific publication, the User must provide a reference to the ESWD both in the text and the references.

viii. For scientific work based on ESWD data, it is recommended that the User reconcile the contents with ESSL prior to publication of its results to prevent any misinterpretation of the data to be published.

ix. The use of the is allowed only for the purpose of:

research within the EXPATS research group

2. Limitation of Liability

i. The ESSL and its partners are not liable for the accuracy, completeness, or reliability of the provided ESWD data.

ii. The ESSL and its partners cannot guarantee that the utilization of ESWD data will result in the economic, legal, actual or

ideal success as intended by the User. In particular, ESSL and its partners cannot be held liable for the accuracy, completeness and reliability of assessments, opinions, forecasting or equivalent pieces of work referring to ESWD data.

iii. ESSL and its partners are neither liable for defects of any software or data made available to the User nor for financial loss resulting from any such defect.

3. Jurisdiction and validity of individual provisions

i. German law shall be applicable exclusively, however excluding German international private law. In all cases of dispute and prior to any court actions the Parties should apply measures of mediation through a neutral third party under the contribution of the ESSL Advisory Council. If the conflict is not thus resolved, the District Court I of Munich (Landgericht München) shall be the exclusive venue of jurisdiction for all disputes arising from or in connection with this Agreement.

ii. The ineffectiveness or impracticality of a particular provision of this User Agreement shall not affect the validity of any other provisions.

4. Data Policy

i. I agree that my name, postal address, e-mail address and any other data that I have provided will be stored in the ESSL internal contact database - a cloud service that uses data encryption - to receive regular information about ESSL and ESWD/EWOB related activities.

ii. My e-mail address will not be shown on the internet and may only be used by the ESSL employees authorized to access this data.

Applicant *(i.e. person or institution)**:	E-mail address:
Contact person at applicant *(if applicable)*:	Place of signature: Date:
Address:	Signature:

*The User as intended in this User Agreement is the person (or persons), or the legal institution entered here.