



EnMAP

ENMAP ROLE-BASED DISCLOSURE OF ACCOUNT AND
PERSONAL DATA

EnMAP Collaboration Contract

EnMAP Collaboration Contract

1. Collaboration as Key for the EnMAP Mission

This Contract concluded between you and Deutsches Zentrum für Luft- und Raumfahrt e. V. (DLR) serves as the contractual basis for the collaboration among EnMAP users regarding the exploitation and dissemination of EnMap data in order to enable effective scientific collaboration. This Contract has been organized by DLR, having the offices of its Executive Board at Linder Höhe, D-51147 Koeln, Germany, represented by its Executive Board, as DLR is the organization which provides the EnMAP data platform to the users.

EnMAP (Environmental Mapping and Analysis Program) is a German hyperspectral satellite mission providing high quality hyperspectral image data on a timely and frequent basis. The main objective is to provide accurate and diagnostic information on the state and evolution of terrestrial and aquatic ecosystems for research and application in various fields such as agriculture and forestry, geology and soils, urban areas, coastal and inland waters. EnMAP is operated by DLR covering all aspects relevant to assure successful mission operations. This comprises controlling and commanding the satellite using multi-mission infrastructures as well as data reception, hyperspectral data processing including calibration, data archiving, data dissemination, and providing web-interfaces to the international user community.

Despite having a clear potential to evolve towards operational service, EnMAP is primarily a scientific mission, thus the data will be provided first to the international Scientific User Community. As EnMAP imagery is limited to approximately 5000 km per day and 1000 km per orbit, it is expected that certain areas will be covered more frequently than others. This requires a fair and transparent distribution of data for each proposal. In addition, to ensure maximum use of the sensor and to enable optimal data analysis capacity, the intention of this collaboration contract is to link a number of functions in the EnMAP Instrument Planning (IPP) for registered users and to enhance collaboration opportunities by making some of the EnMAP user data and EnMAP proposal information public to other EnMAP users.

The EnMAP Instrument Planning Portal (IPP) concept is thus intended to allow users to interact with each other, undertake joint field campaigns or share in situ data, so that the unique value of the hyperspectral data can be exploited in the best possible way. One goal is also to promote collaboration during the review process and enhance synergies with other multi- and hyperspectral missions. The associated results will be presented in IPP through an interactive map that will support the development of a global user network. The proposal review process ensures the highest scientific standards and is also designed to allow for a fair and objective approval of quotas and priorities while ensuring the greatest possible transparency of the proposal process.

This concept is primarily intended to strengthen the international Scientific User Community throughout the duration of the mission life time enabling research exchange across different organisations, ultimately leading to joint publications. EnMAP is thus not only the path finder for future hyperspectral missions, but also a community builder for the next generations.

You can find general information and updates about the EnMAP mission at <https://www.enmap.org/>.

2. EnMAP Key Facts

The following sections provide key facts regarding:

- EnMAP Terms and Abbreviations (section 2.1),
- EnMAP Portals (section 2.2),
- EnMAP User Groups (section 2.3),
- EnMAP User Roles (section 2.4).

2.1. EnMAP Terms

The following terms and abbreviations are used throughout the EnMAP Instrument Planning Portal and EnMAP documents:

Term	Description
Charter	International Charter "Space and Major Disasters" (https://disasterscharter.org)
EnMAP Instrument Planning account	Main EnMAP account for access to the EnMAP IPP
EOWEB® User account	Secondary accounts derived from the EnMAP Instrument Planning account with role and/or proposal based specific access rights to the EOWEB® GeoPortal.

Table 1: EnMAP Terms

Abbreviation	Description
AO	Announcement of Opportunity
AUP	Acceptable Use Policy and Conditions of Use
Cal/Val	Calibration and Validation
CSW	Catalog Service for the Web
D-SDA	Deutsches Satellitendaten-Archiv (German Satellite Data Archive)
EDAP	EnMAP Data Access Portal
EGP	EOWEB GeoPortal
EnMAP	Environmental Mapping and Analysis Program
GDPR	General Data Protection Regulation of the EU
IPP	Instrument Planning Portal
ISO	International Organization for Standardization
OGC	Open Geospatial Consortium
OR-AC	Observation Request – Area Coverage
PI	Principle Investigator
SFTP	Secure file transfer protocol
WMS	Web Mapping Service

Table 2: EnMAP Abbreviations

You can find lists of EnMAP Terms and Abbreviations online at https://www.enmap.org/nuxt/doc/EnMAP_Terms.pdf and https://www.enmap.org/nuxt/doc/EnMAP_Abbr.pdf.

2.2. EnMAP Portals

The EnMAP Data Access Portal (**EDAP**) in general include two major entry points: the EnMAP Instrument Planning Portal (**IPP**) and the EOWEB® GeoPortal (**EGP**).

The EnMAP Instrument Planning Portal (**IPP**) enables user registration, the submission of user proposals, and the planning and submitting of future orders. The EOWEB® GeoPortal (**EGP**) enables access to the full EnMAP Data archive data. Thus, each user can get access to EnMAP data using two different order options:

- On the one hand the user can submit future order requests through the EnMAP Instrument Planning (**IPP**). This portal includes amongst others the submission of proposals for all scientific users responding to an Announcement of Opportunity (AO) and providing planning support of observation requests allowing submission of future orders at <https://planning.enmap.org> (see 2.2.1.).
- On the other hand, the already acquired EnMAP data can be searched, processed, and ordered based on the catalog from the archive of the German Satellite Data Archive (D-SDA) through the EOWEB® GeoPortal (**EGP**) at <https://eoweb.dlr.de> (see 2.2.2.).

In summary, there are two major scenarios for the users to obtain standardized products: They can either apply for new image acquisitions on the basis of requests using the user roles [Cat-1](#), [Cat-2](#), [Charter](#), [Internal](#), [Background](#) via the EnMAP Instrument planning (**IPP**), and /or they can generate products based on archival data using the user role [Catalogue](#) in addition to the user roles [Cat-1](#), [Cat-2](#), [Charter](#), [Internal](#), [Background](#) via the EOWEB® GeoPortal (**EGP**).

It is important to note that access to the EGP and thus to the EnMAP Data Archive should always be via the IPP, as role-specific EOWEB® User accounts are required to log into EGP. EOWEB® User accounts available to you are provided in the User Portal of the IPP (see section 2.2.1).

2.2.1. The EnMAP Instrument Planning Portal (**IPP**)

All users must first register at the **IPP**.

The **IPP** consists of 4 different Portals: (1) Proposal Portal, (2) Calibration Request Portal, (3) Observation request Portal and (4) User Portal:

- (1) The Proposal Portal includes the Announcement of Opportunity Processes, the proposal submission, and Proposal handling processes, as well as proposal review processes. The proposal portal allows [Cat-1](#) Users to view all proposals with their Areas of Interest and the foreseen acquisition times (Observations).
- (2) The Calibration Request Portal is only available to [internal](#) users to enter Calibration Requests.

- (3) The Observation Request Portal allows users to enter observation requests. It also provides a planning tool for entering single-pass coverage acquisitions.
- (4) The User Portal is used to update user registration data, request new user roles (see section 2.3), and provide access to the EOWEB User Accounts (**EGP**) for each approved role individually (see section 2.2.2).

2.2.2. The EOWEB® GeoPortal (**EGP**)

The catalog search and order service (EGP) allows all registered users to search and browse data sets and products, that are described by corresponding ISO (International Organization for Standardization) metadata sets, and to visualize these products based on the CSW (Catalogue Service for the Web) and WMS (Web Mapping Service) protocols standardized by the OGC (Open Geospatial Consortium).

Due to the required multiple processing options, each product is generated specifically for the order and delivered using SFTP (secure file transfer protocol) provided by multi-mission facilities.

2.3. EnMAP User Groups

EnMAP User Groups are groups of EnMAP roles according to shared characteristics.

2.3.1. AO Users

The roles [Cat-1](#), [PI-AO](#), and [Reviewer](#) are related to one or more AO processes. These are interacting roles that require collaboration and are assigned to an individual user on a per-AO basis.

What information might be disclosed is described in section 3.1. In what cases this information is disclosed is described in section 3.2.

As the roles [Cat-1](#), [PI-AO](#), and [Reviewer](#) are assigned on a per-AO basis, the required disclosure differs between those users participating in the same individual AO (also called "own AO") and users external to these AO.

2.3.2. Single Users

The roles [Cat-2](#), [Charter](#), [Internal](#), [Background](#), and [Catalogue User](#) are so-called single users that are not related to an AO process. These roles are assigned to individual users.

Therefore, no disclosure of personal contact information is required regarding these roles with the exception of the [Internal](#) role, see section 2.4.7.

2.4. EnMAP Roles

This section describes the roles that are available within EnMAP Instrument Planning.

After registration through the EnMAP Instrument Planning (IPP) the EnMAP users can assume different roles before obtaining access to EnMAP data.

As the overall management of the available satellite resources requires prioritization of observation requests, one major purpose of the different roles is to be able to assign priorities to observation requests based on the role(s) of an issuing user.

Although EnMAP is based on an open data policy and most types of users are in principle entitled to download data and request acquisitions, there will be different user categories to set acquisition priorities. The scientific ([Cat-1](#)) order for example has higher priority and is requested to submit a proposal, which will undergo a scientific evaluation. The commercial ([Cat-2](#)) user can also acquire new data by submitting a proposal, but will automatically be granted a lower priority.

2.4.1. Initial state

Directly after self-registration of your EnMAP Instrument Planning account, your account is not assigned to any specific EnMAP role. In this initial state, the personal information contained in your Instrument Planning Portal account is not disclosed to other EnMAP users and no personal information of other EnMAP users is disclosed to you.

2.4.2. Category 1 User ([Cat-1](#))

A [Cat-1](#) User is a non-commercial (scientific) user assigned to a specific AO process who is entitled to submit proposals within the scope of that AO.

[Cat-1](#) user proposals undergo a scientific review process, which is performed by Reviewers (see 2.3.4). The personal contact information of users with [Cat-1](#) role will be disclosed to the other [Cat-1](#) users, to PI-AO, and to Reviewers as detailed in Table 3, so that the proposal owner can be contacted in case of clarification.

2.4.3. Principle Investigator of an AO Process ([PI-AO](#))

The Principle Investigator of an AO Process ([PI-AO](#)) is the manager of an AO process.

The [PI-AO](#) is typically a senior scientist who holds the leading role of the Principal Investigator for an AO Process. The [PI-AO](#) ensures that assignments of reviewers to specific topics within the AO are fulfilled. The [PI-AO](#) overviews the full review process of the AO and might also interact with the Reviewer or the proposal owner ([Cat-1](#)), if necessary.

The personal contact information of users with role [PI-AO](#) will consequently be disclosed to all [Reviewers](#) and [Cat-1](#) users, respectively.

2.4.4. Reviewer (Reviewer)

The role **Reviewer** of Proposals of an AO Process is assigned to at least one research topic and is responsible for the review process of the assigned proposal including the approval of the amount of EnMAP data by means of a given quota and priority. The **Reviewer** may require contact details of the proposal owner (**Cat-1**) due to ambiguities in the proposal application or to provide information on collaboration opportunities.

The personal contact information of users with role **Reviewer** will be disclosed to all **Reviewers** and to the **PI-AO**.

2.4.5. Category 2 User (Cat-2)

Commercial Users (**Cat-2**) may place their own future EnMAP orders by submitting a proposal, however, a lower priority will be granted than e.g. to a scientific **Cat-1** User.

No disclosure of personal contact information is required regarding this role.

2.4.6. Charter User (Charter)

The **Charter** role is only available to EnMAP users who are acting in the context of the International Charter "Space and Major Disasters". The **Charter** User is able to submit observation requests based on emergency situations all around the world with very high priority.

No disclosure of personal contact information is required regarding this role.

2.4.7. Internal User (Internal)

The **Internal** role is only available to staff of the EnMAP Scientific Principal Investigator (GFZ) and the EnMAP Ground Segment operator (DLR) for Calibration and Validation purposes.

In order to coordinate Cal/Val activities and the acquisition requests and datatakes for Cal/Val purposes, the personal contact information of users with **Internal** role will be disclosed to each other.

2.4.8. Catalogue User (Catalogue)

The **Catalogue** role is a Single User role (see section 2.2.2) that grants access to the EOWEB Catalogue of the German Satellite Data Archive (D-SDA) at the EOWEB® GeoPortal (EGP) at <https://eoweb.dlr.de>.

The EGP provides catalogue search and retrieval functions for non-EnMAP future orders and all archived data of D-SDA, which will be long-term archived together with quality parameters. All registered EnMAP User roles (except **PI-AO** and **Reviewer**) have full access to the complete EnMAP data archive without limitation.

No disclosure of personal contact information is required regarding this role.

2.4.9. Background Mission ([Background](#))

The Background Mission role is only available to DLR-internal users. The role is required for managing the background mission which is applied to exploit free datatake acquisition capacity that would otherwise be left unused. An User with the [Background](#) role can submit *Observation Request – Area Coverage* (OR-AC) orders for the coverage of a geographic area by systematic acquisition of datatakes.

3. Personal contact information disclosure

For the purposes of the EnMAP processes and tasks based on the EnMAP roles described in section 2.4, the disclosure of selected personal information is required in order to be able to 1) identify and/or 2) contact other EnMAP users.

3.1. Personal Contact Information

The following subset of your EnMAP IPP user profile attributes (so-called “*personal contact information*”) might be disclosed for these purposes:

- Title
- First name, Last name
- Email address
- User name (user-id)
- Name of organization
- Department within the organization
- Country

Please note that *Title* and *Department within the organization* are optional attributes of your EnMAP user profile. You might leave these attributes empty if you do not wish to disclose this information.

The only unique attribute of the personal contact information is the user name (user-id), as it is possible to register more than one EnMAP IPP account and apply for EnMAP roles on a per-account basis. Therefore, it is necessary to disclose the user name in order to unambiguously identify an user account.

The subset of disclosed personal contact information is limited to the extent required to achieve the purposes. Guided by the principle of data minimisation (Article 5 paragraph 1 lit. c GDPR) and based on the operational experiences made during the routine operations phase, the disclosure of personal contact information might be further limited if it turns out that the purposes can be achieved also on a reduced subset.

3.2. Disclosure Matrix

Table 3 gives an overview of the role-based disclosure of personal contact information between EnMAP users.

The table can be read in two ways:

- The disclosure of your personal contact information to other users depending on your role is shown in rows: select your role in the left column (EnMAP user "A") and the respective rows shows to whom your personal contact information might be disclosed.
- The personal contact information of other EnMAP users that might be disclosed to you depending on your role is shown in columns: select your role in the first row ("EnMAP user "B") and the respective columns show whose personal contact information might be disclosed to you.

Role of EnMAP user B									
Role of EnMAP user A	(none)	Cat-1		PI-AO		Reviewer			Internal
		Own AO ¹	Other AO	Own AO	Other AO	Own AO		Other AO	
						Assigned ²	Not assigned		
(none)	no	no	no	no	no	no	no	no	no
Cat-1	no	Yes if agreed No other-wise	Yes if agreed No other-wise	Yes	Yes if agreed No other-wise	Yes	Yes	Yes if agreed No other-wise	no
PI-AO	no	yes	yes	(n/a)	yes	yes		yes	no
Reviewer	no	no	no	yes	yes	yes		yes	no
Internal	no	no	no	no	no	no		no	yes

Table 3: Role-based disclosure of personal contact information to other EnMAP users

¹ As the „own role“ is assigned on a per-AO-basis, there is a difference between other users also related to that AO („own AO“) and users that are not related to the AO the user has the role „Cat-1“ for.

² Among those users with the role „Reviewer“ for the same AO the user has the role „Cat-1“ for, the respective user B is assigned as Reviewer to a proposal of Cat-1 user A“.

Please note that disclosure depends also on:

- If users are related to the same AO or not, and
- If a [Cat-1](#) user has decided to publish the personal contact information along with an individual proposal or not, and
- If a reviewer for an AO a user has submitted a proposal to is assigned to that proposal for review or not.

DLR reserves the right to change the disclosure of reviewer contact information, including the option of limiting the disclosure to own AOs or blind reviews.

4. Disclosure of your personal contact information

4.1. Disclosure of your personal data to other EnMAP users

As described in the description of EnMAP roles in section 2.4 and shown in Table 3, **your personal contact information (see section 3.1) might be disclosed to other EnMAP users** depending on your role and the role of other users and subject to additional conditions (e.g. relation to the same AO, reviewer assignment, see section 3.2).

The purpose and necessity of this disclosure is motivated in chapter 1 and justified in chapter 2.

4.2. Disclosure of your personal contact information as [Cat-1](#) user on the EnMAP IPP

Proposals that are submitted by EnMAP users with [Cat-1](#) role are published inside the EnMAP IPP. Proposals are visible only to authenticated EnMAP AO users, with each Proposal being visible to each AO User of any AO.

The [Cat-1](#) role entitles you to submit observation proposals subject to scientific evaluation. Upon submission of a proposal, you are offered the option to publish your personal contact information along with proposal.

We encourage you to publish your contact information along with your proposal in order to support the scientific collaboration within the EnMAP mission. If you do not choose to publish your contact information, your proposal will be published inside the EnMAP IPP without your contact information being visible for some EnMAP roles (see Table 3 for details).

Your decision to publish your personal contact information along with a proposal cannot be withdrawn.

You can choose to publish your personal contact information on a per-proposal basis.

5. Disclosure of personal contact information of other EnMAP users to you

5.1. Disclosure

As described in the description of EnMAP roles in section 2.4 and shown in Table 3, **the personal contact information (see section 3.1) of other EnMAP users might be disclosed to you** depending on your role and the role of other users and subject to additional conditions (e.g. relation to the same AO, reviewer assignment, see section 3.2).

The purpose and necessity of this disclosure is motivated in chapter 1 and justified in chapter 2.

By disclosing the personal contact information of other EnMAP users to you and by using them in order to perform role-specific tasks of roles assigned to you (e.g. review a proposal, contact other users for clarification of questions or collaboration) you are processing personal data of the other user.

DLR has taken technical and organizational measures to ensure appropriate protection of the personal data of all EnMAP users according to all legal data protection requirements and current IT standards; see the EnMAP Data Protection Consent document for further information).

As part of the technical and organizational data protection measures (described in section 5.2), the EnMAP IPP Portals provide a secure environment for you to process the personal contact information of other users online within the IPP Portals. However, it is required by law that you need to comply with the requirements of the applicable data protection regulations with regard to the confidentiality and integrity of personal data. Section 5.3 describe your obligations and the requirements that you must meet when processing the personal data of other EnMAP users.

5.2. Technical and Organizational Data Protection Measures

DLR is required by law to ensure an appropriate level of data protection regarding the personal data of all EnMAP users (including your personal data) and therefore applies adequate technical and organizational measures.

On the technical level, disclosure of personal contact data of other EnMAP users is limited to the EnMAP IPP web portal which is accessible only via TLS encrypted HTTPS connection. Except your web browser, no user-provided equipment is involved in accessing the EnMAP IPP web portal. In GDPR terms, you are processing the personal data of other EnMAP users under the authority of DLR (Art. 29 GDPR).

On the organizational level, as personal data of other EnMAP users is disclosed to you, you need to declare to comply with the requirements of the applicable data protection regulations with regard to the confidentiality and integrity of personal data (see section 3 below).

5.3. Data Protection Confidentiality and Compliance with Data Protection Requirements

The relevant legal provisions require that personal data be processed in such a way as to guarantee the rights and freedoms of data subjects to confidentiality and integrity of their data.

You are therefore only authorised to process personal data in the scope and manner required to fulfil the tasks entrusted to you.

You may not forward or provide the personal data of another User to a third party without the prior written consent of the concerned User. This namely concerns processing, forwarding or provision of another User's personal data in breach of the system established by the present Collaboration Contract and in breach of the data processing system established by DLR for organization of data processing in terms of the present Collaboration Contract.

Personal data may only be processed if a legal basis enables or requires the processing activity. The basic principles for the processing of personal data in accordance with Article 5 and following Articles of the GDPR have to be observed. According to these provisions, it is prohibited to process personal data in an unauthorised or unlawful manner or to intentionally or unintentionally breach the security of the processing in a way that leads to destruction, loss, alteration, unauthorised disclosure or unauthorised access.

In the context of EnMAP IPP, the tasks entrusted to you are defined by the EnMAP roles you apply for and get assigned to (see section 2.4). The legal basis to process personal information of other EnMAP users is Art. 6 paragraph 1 lit. b GDPR. DLR provides adequate technical and organizational measures (as outlined in section 5.2) to ensure an appropriate level of data protection. When processing personal data of other EnMAP users within the EnMAP IPP Portal, you are acting under the authority of the controller (DLR) according to Art. 29 GDPR.

Violations of data protection rules may be penalised in the form of fines, monetary penalties or custodial sentences, as the case may be.

Where the data subject suffers material or non-material damage as a result of the unauthorised processing of his or her personal data, a claim for compensation may arise.

A breach of confidentiality and data protection regulations constitutes a violation of contractual obligations, which may be penalised accordingly and you are fully liable for any damage resulting from violation of the data protection regulations.

The obligation of confidentiality shall continue to exist even after termination of the contractual relationships entered into.

This obligation also continues to apply in respect of any access granted to DLR systems.

If you apply for an EnMAP role involving the processing of personal data of other EnMAP users, you hereby declare to comply with the requirements of the applicable data protection regulations with regard to the confidentiality and integrity of personal data when getting assigned to the requested role.

6. Rights and Obligations

By applying to a specific EnMAP role, you declare to agree with the disclosure of personal contact information associated with that role as stated above when getting assigned to the requested role.

By applying to a specific EnMAP role that involves processing of the personal contact information of other EnMAP users, you declare to comply with the requirements of the applicable data protection regulations with regard to the confidentiality and integrity of personal data when getting assigned to the requested role.

If you do not agree with the disclosure of personal data required by a specific EnMAP role and/or legal obligations imposed on you by a specific EnMAP, you shall not apply for the respective role.

This contract between you and DLR is concluded in the interest of other EnMAP IPP users in the sense of Art. 49 para. 1 lit. c GDPR in order to enable the required collaboration among EnMAP users as stated in Section 1.

The contract constitutes the legal basis for the transfer (if necessary) of your personal data to other EnMAP users if the recipient is outside the territorial scope of the GDPR (Art. 3 GDPR) and an adequacy decision pursuant to Art. 45 para. 3 GDPR or of appropriate safeguards pursuant to Art. 46 GDPR are absent.

7. Termination

The EnMAP Acceptable Use Policy and Conditions of Use (EnMAP AUP) and this supplemental Contract are essential prerequisites for your access to EnMAP IPP.

DLR and you may terminate the EnMAP AUP at any time in text form, which also terminates this Contract.

At termination your EnMAP account will be closed and your personal data deleted after the legal retention period.

The obligations regarding data protection and confidentiality (see section 5.3) shall continue to exist after termination of the contractual relationships entered into.

8. Severability Clause

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

9. Cross-waiver of Liability

9.1. The EnMAP Users as well as DLR shall carry out the collaboration under the present Collaboration Contract at their own responsibility and risk. The Parties' contributions, their services or provided products or scientific results as enumerated in No. 1 or this EnMAP Collaboration Contract are provided "AS IS" upon reasonable efforts.

9.2. The parties are aware of the fact that their contributions are the result of scientific research and that therefore the Parties specifically disclaim all

- Implied warranties of merchantability,
- the warranties of fitness for a specific purpose other than the scientific purpose intended under and described in the present Contract. What is excluded specifically is the fitness of the contributions under No. 1 for a commercial purpose and the parties disclaim
- all warranties arising from course of dealing, usage or trade practice and
- all warranties for correctness, accuracy, reliability, actuality of their contributions enumerated in No. 1 of the present Contract.

9.3. The Parties mutually indemnify one another if the respective damage has been caused through intent or gross negligence. They do not hold each other liable in cases of damage having been caused through slight negligence.

9.4. This cross-waiver of liability shall not be applicable in the following cases:

- in case of any (negligent or intentional) breach of the confidentiality and data protection obligations as of Article 5.3 of the present Collaboration Contract;
- in case of any (negligently or intentionally) caused personal injury;
- in cases of strict liability foreseen by the German law, such as - but not limited to - claims under the German Product Liability Act. Strict liability is liability for a damage resulting from a permitted hazard (e.g. operating a hazardous facility). In contrast to tort liability, strict liability does not depend on the unlawfulness of the act or on the fault of the person causing the damage.

9.5. Except in cases of violation of the confidentiality and data protection provisions as of Article 5.3 of the present Collaboration Contract and to the maximum extent permitted by the applicable German law, in no event and under no legal theory, with respect to claims for breach of contract and for damage, neither Party shall be responsible to the other for

- consequential,
- incidental,

- indirect,
- or any liability for loss of revenue,
- loss of profit,
- loss of product,
- loss of replacement power or business interruption,
- loss of business opportunity,

howsoever caused, including negligence, gross negligence, and strict liability.

9.6. In no event shall a Party be liable to the other for punitive or exemplary losses or damages.

10. Applicable Law

This Contract shall be governed by the laws of the Federal Republic of Germany excluding its conflict-of-law-provisions and excluding application of the CISG – Convention on the International Sale of Goods. Place of jurisdiction shall be Bonn, Germany. The district courts of Bonn shall be competent for resolving all disputes which arise from this Contract.

11. Updates, Fiction of Consent

DLR reserves the right to update the EnMAP AUP and this Contract at any time. You will be informed by DLR by email to the address provided during registration well in advance about the update and the changes made. The amendments shall enter into force two weeks after their announcement.

The user accepts the amended Contract by continuing to use the EnMAP IPP Portal after the updates of the provisions become effective.