

Short report on contract terms in the Smart Mobility industry

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Executive Summary

As a part of the activities of the Support Centre for Data Sharing, the Centre collects, produces and publishes contractual clauses related to data sharing agreements. This activity focuses on six sectors in particular, due to the substantial business transformation occurring in these sectors which are driven largely by data exchanges and data exploitation.

One of the industries covered is the “smart mobility” sector, looking particularly at products and services that improve the efficiency of transportation, encourage multi-modal transport, facilitate the transition to a low carbon mobility, and enable the generation of new knowledge on the basis of mobility data (e.g. in the context of smart cities). In this short report, we first describe the main state of play and policy context related to data sharing in this sector, taking into account in particular how the EU aims to impact the sector as a part of the European Data Strategy.

Next, relevant clauses for specific key topics are analysed, including scoping of the data to be shared, sharing modalities, restrictions on use and further data sharing, remuneration, liability, and termination of data sharing.

Real life clauses are included in an anonymised manner (marked in blue), followed by model clauses (marked in green) that have been drafted in a manner that’s in line with EU policy priorities.

Wherever possible, the model clauses are based on real life clauses, with minimal modifications to rectify perceived problems and imbalances, taking into account in particular the interests of citizens and SMEs as data originators and data subjects.

Finally, the short report concludes with a summary of general observations and points of attention in relation to the contractual framing of data sharing.

The principal goal of this report is to act as a sample of contractual practices, and to identify strategies for handling data sharing problems from a contractual perspective.

1 Introduction

1.1 Model contract terms

The objective of this report is to provide a range of model contractual terms which can be used as templates by relevant stakeholders to share data. The report does not aim to provide an analysis of data sharing practices in this sector as a whole, or to provide policy recommendations.

The focus is on existing contractual practices, and on potential alternatives to these current practices.

Methodologically, the report was created in three stages:

- **Sector requirements** analysis, including the identification of requirements linked to specific legal frameworks, but also common sensitivities (e.g. need for greater confidentiality and/or IP protection in some industries), and operational requirements (e.g. need for continuous availability of data). In each case, requirements need to be defined that contracts should meet.
- Building on **existing examples** wherever available. The objective of this report is not to draft contracts from scratch, but to build on available models, and correcting and expanding them as required to ensure that the sector requirements are met, in a manner which is reasonable and fair for all stakeholders.
- Discussion and validation with **external stakeholders**, i.e. providing support to the Commission in interactions (in the form of workshops or webinars) with stakeholders.

In order to ensure the practical usability of the proposal, this report focuses on model clauses rather than full contracts, since entire contracts are usually too specific to be easily reusable.

The report provides existing clauses where available (identified as '**real life clauses**' in the sections below, under a blue coloured header), and fictitious model clauses when needed (identified as '**model clauses**', under a green coloured header), either because there is no example of a real life clause available, or because the available clauses are not ideally suited as models. Model clauses build on the actual state of play in the market, but will suggest improvements as well where the state of play (as observed from the real life clauses) seems suboptimal from a policy perspective, or seems unbalanced, taking into account in particular the interests of citizens and SMEs as data originators and data subjects.

1.2 Key topics for data sharing clauses

While each contract has its own specificities and unique focus on specific issues, there are several topics that are likely to be relevant in each data sharing contract. These include notably the following:

- **Scoping of the data:** how is the data to be shared described? Potential categories of data include raw data, metadata, derived data, etc.
- **Modalities of sharing:** how will the data be provided by the sharing party? Examples include realtime versus staggered data provision, or the technical modalities (APIs, webservice, periodic uploads, etc).
- **Restrictions on use:** what are the constraints (if any) imposed on the recipient? Are they e.g. labelled as a data owner after the transfer, do they receive permission to use data to create knowledge, enhance services, improve security, for scientific research (including big data/deep learning), etc?
- **Restrictions on onward dissemination of data:** is the recipient allowed to share the data with third parties, and if so, which third parties and in which form? This is particularly important for the platform economy, which relies on bundling, joint analysis, and onward dissemination of (some) data.
- **Remuneration and consideration:** what does the sharing party receive? Often there may be no consideration clause, or consideration can be based on payment, shared value or mutual benefit, or even a personal value (e.g. improved efficiency) for the data sharer.
- **Liability:** are there provisions that govern the liability of the data sharing party and/or the recipient, e.g. clauses targeting exclusions/carve-outs and caps; or clauses that distinguish between liability for data quality/contents, or to connectivity / service.
- **Termination conditions:** under which conditions will data sharing cease?
- **Termination consequences:** what happens to the shared data when the contract ends, e.g. is there an obligation to delete data or to return it (spontaneously or upon request)?

2 Smart mobility

2.1 Summary of state of play and policy context

Mobility is a quintessential human need, and arguably a driving force behind the European Union (including through the freedom of movement of persons and goods). Both at the individual and collective level, there is a strong and growing need for European smart mobility policies that increase efficiency through data access and use, from several perspectives. At the individual level, data will increase the ability to choose the most effective route from A to B, also considering multimodal transportation options and individual preferences and needs. Individual safety will also be improved, through advanced driver support systems and (and some point in the future) even fully automated driving systems. At the collective level, smart mobility aims to support Europe's decarbonisation drive and green deal agenda, and will support the emergence of smart cities where traffic flows can be directed in a manner that is efficient, safe and respectful of local communities.

From a **European policy perspective**, it is therefore not surprising that (smart) mobility is one of the sectors targeted by the European strategy for data¹. The Commission's February 2020 Communication on A European strategy for data² stressed the need for "**A Common European mobility data space, to position Europe at the forefront of the development of an intelligent transport system, including connected cars as well as other modes of transport. Such data space will facilitate access, pooling and sharing of data from existing and future transport and mobility databases.**" Mobility is also a market where the EU has a globally significant market share, including through the automotive, railroad and aerospace sectors, in which the EU hosts several global champions. These are supported by a broad and dynamic ecosystem of specialised service providers.

The Data Strategy noted the importance of data sharing for smart cars in particular, highlighting that "*innovation in this area requires that car data are shared, in a secure and well-framed way, in line with competition rules amongst many different economic players. The **access to in-vehicle data is regulated** since 2007 in the EU vehicle approval legislation to ensure **fair access** to certain car data by independent repairers. This legislation is now being updated to take into account the increasing use of connectivity (3G-4G, so-called remote diagnostics) , that the rights and interests of the car-owners generating the data are respected and compliance with data protection rules is ensured*".

Beyond the personal vehicle ecosystem, freight, railway, air and (especially) multimodal transportation networks are called out in particular as sectors where data sharing is needed to improve on the status quo and to ensure transport sustainability.

Building on the Data Strategy and concretising its measures, the European Commission recently released its new '**Sustainable and Smart Mobility Strategy**', together with an Action Plan of 82 initiatives, in December 2020³. The Strategy outlines key actions and priorities for the next four years.

¹ <https://ec.europa.eu/info/strategy/priorities-2019-2024/europe-fit-digital-age/european-data-strategy>

² <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1593073685620&uri=CELEX%3A52020DC0066>

³ Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - Sustainable and Smart Mobility Strategy – putting

Both the ‘green deal’ and the general digital transformation of the mobility sector are referenced as pillars of the strategy. In terms of smartness (innovation and digitisation), the strategy focuses on making connected and automated multimodal mobility a reality (Flagship initiative 6 in the Strategy), and on the use of data and artificial intelligence (AI) for smarter mobility (Flagship 7). The objective is to make Europe a world leader in the development and deployment of connected, cooperative, and automated mobility (CCAM) services.

Data sharing is a recurring topic in the Strategy. With respect to multimodal transportation, the Strategy notes that the Commission should *“examine whether data sharing, including on fares, in road and rail passenger transport services, and selling arrangements are fit for purpose. Meanwhile, smart and interoperable payment services and tickets require further development; making them a standard requirement in any relevant public procurement contract would promote greater use”*.

In terms of innovation, the Strategy similarly casts a wide net, and notes that Europe should *“put in place favourable conditions for the development of new technologies and services, and all necessary legislative tools for their validation. We can expect the emergence and wider use of drones (unmanned aircraft) for commercial applications, autonomous vehicles, hyperloop, hydrogen aircraft, electric personal air vehicles, electric waterborne transport and clean urban logistics in the near future”*.

Finally, the Strategy recognises the strong role that EU level legislation has already played in this topic, and notes the need for evaluating the fitness of this framework. Examples include :

- A review of the current EU type approval legislation for motor vehicles (currently focused on wireless data sharing for repair and maintenance), to open it up to more car data based services, guaranteeing fair and effective access to vehicle data by mobility service providers”;
- A review of the regulatory framework for interoperable data sharing in rail transport (ERTMS, European Rail Traffic Management Systems).
- A review of the Directive on harmonised river information services and the Directive on Intelligent Transport Systems, including its delegated regulations to further contribute to data availability, reuse and interoperability and establish a stronger coordination mechanism to federate the National Access Points.
- Amend the proposal for a Regulation on the Single European Sky to include new provisions on data availability and market access of data service providers in order to promote the digitalisation and automation of air traffic management.
- Establishing common data sets as foreseen in the Regulation on Maritime Single Window and in the Regulation on electronic freight transport information regulations to facilitate digital exchange and data reuse between businesses and administration.

The **mobility industry** in Europe is similarly well aware of the importance of data, and participates in many EU funded initiatives to support smart mobility, including the CEF funded European ITS Platform (EU EIP), Horizon2020-projects such as CARTRE (Coordination of Automated Road Transport Deployment for Europe) and ARCADE (Aligning Research & Innovation for Connected and Automated Driving in Europe). Each of these Horizon2020 projects involve both individual mobility companies

European transport on track for the future; COM/2020/789 final <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52020DC0789>. See also https://ec.europa.eu/transport/themes/mobilitystrategy_en

(such as car manufacturers and software providers), as well as industry associations such as ACEA (the European Automobile Manufacturers' Association) and ERTICO – ITS Europe (a PPP of 120 companies and organisations representing service providers, suppliers, traffic and transport industry, research, public authorities, user organisations, mobile network operators, and vehicle manufacturers), and academic institutions. While these initiatives and organisations generally endorse data access with a view of ensuring innovation and competitiveness in their position papers and statements⁴, there is of yet no clear leading self-regulatory initiative to achieve this goal.

Generally, the **smart mobility sector's specific characteristics and challenges in relation to data sharing** relate to the critical strategic societal interest of the data (both for private parties, for the public sector and for society as a whole), and the enormous breadth of potential use cases with strongly diverging interests and sensitivities. By way of examples explored in the sections below, smart mobility comprises (but is not limited to) the dissemination of map information, traffic data, mobile activity sharing (including traffic density/traffic jams), logistics organisation, infrastructure management, personal security and collision avoidance, car information metrics, vehicle maintenance, ticketing, vehicle sharing, airspace management (including drones), and integration into smart city and smart energy grids. Some of these use cases are very privacy sensitive due (mainly) to location tracking, whereas others have virtually no privacy aspect at all. Some face significant competition challenges since the exclusive availability of data is a particular appeal of a platform, whereas others do not. And some face significant safety/liability challenges (e.g. risk detection and collision avoidance), which are largely irrelevant for others. In this space, it is difficult to detect cross cutting problems and solutions.

⁴ See e.g. <https://ertico.com/wp-content/uploads/2018/11/ERTICO-Vision-2030.pdf> and https://www.acea.be/uploads/publications/ACEA_Automated_Driving_Roadmap.pdf

2.2 Clauses per topic

2.2.1 Scoping of the data

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available free of charge. Users provide personal information to feed the system's intelligence and recommendations.

The following key points of the Terms are highlighted here for your convenience only. These key points are not made in lieu of the full Terms and their presence in this section does not mean that they are intended to supersede or override any other terms or conditions provided by [x].

- Road information prevails. The information provided by the Service is not intended to replace the information provided on the road, such as travel direction, time based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions, etc.
- Cautious driving. Always drive vigilantly according to road conditions and in accordance with traffic laws. It is strictly forbidden to send traffic updates (such as updates on road accidents and traffic congestion), or to non-verbally interact with the Service or use the Service in a non-verbal manner for any purpose other than navigation while driving. Traffic updates or non-verbal reports you want to submit to the Service may only be sent after you have stopped your vehicle in an appropriate location permitted by law. Alternatively, such updates may be sent by a passenger other than the driver, provided it does not interfere with the due course of driving and does not distract the driver's attention to the road.
- Non-continuous updates. The information provided by the Service originates from other users of the Service. Such information is intrinsically fluctuant and may be inaccurate, incomplete or outdated. [x] does not provide any warranties to such information's credibility or reliability.
- Location-based Service. Some features of the Service make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile device on which the [x] application is installed and activated. These features cannot be provided without utilizing this technology. Please note, as described in detail in the Privacy Policy:
- [x] uses your location and route information to create a detailed route history of all of your journeys made when using the Service. [x] uses this history to offer the Service to you, to improve the quality of the Service it offers to you and to all of its users, to improve the accuracy of its mapping and navigation data, and more as described in detail in the Privacy Policy. This history is associated with your account and username (if you have chosen to set up a username). This history is retained by [x] for a limited period of time and in accordance with the Privacy Policy.
- [x] allows you to use the Service whether or not you choose to set up a username for yourself. If you choose to use the Service without setting up a username you may do so by

skipping the username setup stage of the application installation process. [x] will still link all of your information with your account and a unique identifier generated by [x] in accordance with the Privacy Policy. Note that in order to access certain features of the Service (for example map editing, ranking, moods) you will need to set up a username.

Advantages of this clause include:

Good balance in stating what the app can and cannot provide. Supports pseudonymous (but not anonymous) use. Acknowledges dependence on user inputs for quality of service.

Disadvantages of this clause include:

No true anonymity is possible - route history is inevitably captured for all journeys when the app is used.

Real-life clause for scoping in a contract against remuneration

Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available on a subscription basis. Users provide personal information to feed the system's intelligence and recommendations.

Location and journey data

[x] products and services come with features that need location information from your device to work correctly. Your location can be established using satellite, mobile, Wi-Fi, Bluetooth or other network-based positioning methods. We collect your location data and additional personal information for different purposes as described hereunder.

Real-time location services and crowdsourced product improvement

While using a [x]-branded product such as our navigation device or app or service subscription for the first time, you will see a notification asking for permission to send your location information to [x]. If you decide to share your location data with [x], we can send you real-time information relevant to where you are in return, such as live traffic data so you can choose an alternative route around a traffic jam further down the road.

Without your permission, we can't offer you features that work with live content such as our real-time maps and traffic services. [x] products could also send us your account details, device information and details that you enter such as your name and email address or choose to send about yourself or your location. Some features will also allow you to share personal (location) details with others such as friends, family, contact lists or on social media. Information will usually be transferred via a device connection, the connection provided by your smartphone or via your computer when you attach a device to it. When an internet connection isn't available, the information is stored securely on your device and will be uploaded later.

You can change your permission status at any time via the software privacy settings. Please note that you may need to change the system settings of a mobile device as well to stop background access to your location data. When information is stored on your device, it will be deleted when you choose to stop sending information to [x].

We also use location data to improve the quality of our products and services after we've made sure the information cannot be directly linked back to you. We use different techniques to protect your identity such as encryption and temporary random identifiers to prevent location details from being easily linked back to you or your device. Within 24 hours of shutting down your device or app, [x] automatically and irreversibly erases data that we hold which could re-identify you or your device. We don't know where you have been and can't tell anyone else, even if we were forced to. We never link location data to your [x] account or any other information that identifies you directly. We also don't sell your location data. Our products are 100% ad-free.

Through location feedback from our customer community, we're able to use de-identified (location) information to continuously improve our products and services, such as our maps, real-time traffic connected services, including services related to (live) traffic events, speed cameras, weather, EV stations, fuel prices, road hazards and parking.

Your de-identified data is further processed in such a way as [x] products can include aggregated, anonymized content based on traffic patterns, aggregated driver profiles, average speeds driven, and non-personally identifiable driver input such as search queries and reported road closures. Our traffic index about congestion density in major cities for example is built with elements derived from your journey data and our live traffic calculation combines aggregated, de-identified, real-time traffic data with historical data and external data sources. These products and services are also used by government agencies and businesses.

Journey information to improve your experience

In some [x] products you can allow [x] to use certain information about you to help us analyze driving patterns and behavior over longer periods. This journey information includes time, location, direction and other behavioral data and is continuously collected after you have given your permission. Your device will randomly generate an identifier which is associated with your journey information sent to [x] at regular intervals. The journey information will not link to personal details that directly tell [x] who you are and we do not try to identify you. We apply different techniques and security measures to protect your journey information against unauthorized access. We will use your journey information to create aggregated, contextual driver and behavior profiles without identifying you. By 'contextual' we mean that we look for user experiences within a certain context, for example 'users in driver profile X may also like app feature Z'.

You can change your permission status at any time in the product settings or via your device. If you stop sending your journey information, the randomly generated identifier on your device will automatically be erased and your journey information will no longer be sent to [x].

Active feedback

You can tell [x] what happens on the road by actively reporting traffic incidents, hazards, roadworks, speed cameras, danger zones, speed limits, map errors and more. Your reports include location details such as the GPS position of a map error or traffic incident and could be kept together with information associated with your device or linked to your [x] account. We use this feedback to improve our products. [x] only shows non-personally identifiable information in road-related updates distributed to other users. Sometimes this feature runs via third-party software. Be aware that by using this feature you may share your data with third parties. [x] has no influence on how these parties will use your data. Check their privacy statements for more information.

[x] uses push notifications to share feedback with you, for example sending updates about road and traffic conditions. You can disable this in the settings or via your device. When you write an online review about your experience, we may use this data to give additional feedback.

Online search

[x] products could contain embedded software from [x] Maps APIs or SDKs. We work with random session identifiers to improve the quality of our Maps APIs by analyzing search queries and results linked to a unique interaction. These insights help us for example show relevant POIs within a certain area and improve your search process. However, we don't recognize you when you start a new session, protect your data and can't link data such as your search queries, location details or destinations directly back to you based on the information that we hold.

Onboard features

Some product features save onboard information on the device, such as home and work addresses, favorite and recent destinations or voice data to make new searches easier. [x] has no access to this data and you can delete onboard data by using the product settings.

Advantages of this clause include:

Good balance in stating what the app can and cannot provide. Supports pseudonymous (de-identified, but not anonymous) use. Location based services are optional. Data deletion is supported and activated by default. Approach integrates privacy by design and user control interfaces

Disadvantages of this clause include:

No true anonymity is possible - route history is inevitably captured for all journeys when the app is used. De-identified data is used to create driver statistics by default.

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available free of charge. Users provide personal information to feed the system's intelligence and recommendations. The section below relates to the personal information provided by/to users.

USER CONTENT

The Service allows all users of the Software to submit and post information and content to other users ("Content"). Content is separate from third party sponsored advertisements that may appear on the Service. Content can include, for example, map and road updates, traffic congestion updates, road accidents, etc. You assume sole responsibility for any Content you post and you alone are liable for the consequences when you post Content.

ALWAYS DRIVE VIGILANTLY ACCORDING TO ROAD CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS. IT IS STRICTLY FORBIDDEN TO SEND ANY CONTENT - INCLUDING TRAFFIC UPDATES (SUCH AS UPDATES ON ROAD ACCIDENTS AND TRAFFIC CONGESTION)- WHILE DRIVING. YOUR CONTENT SUBMISSIONS MAY ONLY BE SENT AFTER YOU HAVE STOPPED YOUR VEHICLE IN AN APPROPRIATE LOCATION PERMITTED BY LAW. ALTERNATIVELY, CONTENT MAY BE SENT BY A

PASSENGER OTHER THAN THE DRIVER, PROVIDED IT DOES NOT INTERFERE WITH THE DUE COURSE OF DRIVING AND DOES NOT DISTRACT THE DRIVER.

FORBIDDEN POSTS

It is forbidden to submit Content of a commercial nature (including advertising), unless such posts pertain to [x], the Service, or [x]'s products, and such Content strictly complies with these Terms.

When you submit Content to be published by the Service, you must make sure it is lawful. For example, you may not submit Content that:

- is diminishing or infringing proprietary rights of others, including but not limited to copyright and trade marks; poses a risk to a person's
- safety, security or health; identifies other persons without obtaining such person's express written consent to the disclosure of their personal
- information, or pertains to minors and identifies minors or their personal information, including their full name, age, address or contact information;
- is unlawful, defamatory, libelous or invades the privacy of others; is harassing, offensive, threatening or vulgar; is characterized by, or that
- encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;
- encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- falsely expresses or implies that such content is sponsored or endorsed by [x].

The foregoing examples of unlawful Content are made solely for illustrative purposes and do not constitute an exhaustive list of restricted Content.

[x] may decline to publish, or immediately delete any Content you submit if you or the Content have violated these Terms or if you engaged in a commission or omission that is harmful or may be harmful to the Service, its users, [x] or any of its agents or affiliates. In such cases, [x] may also terminate your access to the Service or prevent you from posting additional Content on the Service. The provisions of this clause are made in addition to any rights afforded to [x] by any law.

RIGHTS IN CONTENT

When you submit Content to be published on the Service, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit [x] to publish the Content and exploit all intellectual property rights in and to the Content. [x] receives no ownership rights in and to the Content that you submit. However, by submitting Content to [x], you hereby grant [x] and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licenseable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the Content. The license granted to [x] in and to the Content you submit is not limited to personal use, but also extends to any commercial use of Content, at [x]'s sole and absolute discretion. However, other users may only use your Content for non-commercial purposes, unless [x] provides them with a

prior written consent to use your Content for commercial purposes (for the purpose of which you authorize [x] to be your agent).

EXAMINATION OF CONTENT

[x] may examine the Content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous Content, or remove such Content after its publication. [x] does not normally utilize its right to monitor Content and does so only in rare cases.

[x] retains sole discretion in determining which Content will be published, the duration of its publication, its location, how and when it appears on the Service, its design and any other matter pertaining to the publication of Content within the Service. [x] does not guarantee that all Content will be published, in general or for any limited time.

Content submitted by users for publication does not reflect the views of [x]. Publishing Content does not warrant its validity, reliability, accuracy, legality or it being up-to-date.

Advantages of this clause include:

Relatively comprehensive and balanced. While usage rights for the service provider are extensive, this is in line with users' normal and anticipated behaviour.

Disadvantages of this clause include:

Relatively complex for the average user.

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a personal carpooling app. The app is available free of charge, but fees may be charged for sharing a ride. Users provide personal information to feed the system's intelligence and recommendations. The section below relates to the personal information provided by users to a driver.

[x] may not display your Ride offers to [x] Carpool users in certain cases, including when [x] finds them in breach of the [x] Carpool Terms, policies or the applicable law.

Information Shared With Riders

The following information may be visible to other users in [x] to help connect you with Riders:

- Your name and [x] Carpool profile picture;
- Your place of work as derived from your work email domain, if you have provided it;
- Your vehicle make, model, colour and registration identifier (license plate);
- How long you have been a [x] user;
- How long you have been a [x] Carpool user;
- The number of rides you have completed as a Rider and as a Driver; and
- The number of times you have been thanked in connection with a ride by other [x] Carpool users.
- When you were last active on [x] Carpool.

<ul style="list-style-type: none"> Information from your social network accounts, in case you have chosen to integrate your account with your social networks, including by signing onto [x] account by using your social network. Other profile information that you have added or that is shown on your profile screen. <p>In addition, while you are en route to pick up a Rider and for the duration of each Ride, [x] Carpool will share your current location and your estimated time of arrival at the agreed pickup location with the applicable Rider.</p>
<p>Advantages of this clause include:</p> <p><i>Clear and functional description of data, easy to understand for average users.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>Extensive data collection, including some which may not be strictly necessary to organise a carpool (place of work, last activity, social network information).</i></p>

Real-life clause for scoping in a contract without remuneration
<p><i>Context: the clause relates to an online service for sharing data on historical rides and locations, including driving behaviour, in an open ecosystem towards third parties.</i></p>
<p>[x] is a [x] product that saves your settings, preferences, favorite locations and destinations of your planned routes. When you enable [x], this data becomes automatically available to all devices and apps that you have authorized. You could also grant access to others. You can set up and change this authorization via your [x] account or with an account from a supported provider. [x] will retain references to all your devices or apps associated with your account and doesn't have access to your passwords.</p>
<p>Advantages of this clause include:</p> <p><i>Clear and functional description of data, easy to understand for average users. Data sharing is and remains under user control.</i></p>
<p>Disadvantages of this clause include:</p> <p>/</p>

Real-life clause for scoping in a contract without remuneration
<p><i>Context: a publicly available dataset (denoted as a "Work" in the licence) containing high resolution video imagery, along with odometry, object detection and tracking benchmarks on public roads</i></p>
<p>Made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 3.0 Unported licence, publicly available at https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode.</p>

A second comparable dataset was made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 4.0 International licence, publicly available at <https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode>.

Relevant clause for the 3.0 licence, by way of example:

"Work" means the literary and/or artistic work offered under the terms of this License including without limitation any production in the literary, scientific and artistic domain, whatever may be the mode or form of its expression including digital form, such as a book, pamphlet and other writing; a lecture, address, sermon or other work of the same nature; a dramatic or dramatico-musical work; a choreographic work or entertainment in dumb show; a musical composition with or without words; a cinematographic work to which are assimilated works expressed by a process analogous to cinematography; a work of drawing, painting, architecture, sculpture, engraving or lithography; a photographic work to which are assimilated works expressed by a process analogous to photography; a work of applied art; an illustration, map, plan, sketch or three-dimensional work relative to geography, topography, architecture or science; a performance; a broadcast; a phonogram; a compilation of data to the extent it is protected as a copyrightable work; or a work performed by a variety or circus performer to the extent it is not otherwise considered a literary or artistic work.

Advantages of this clause include:

Highly standardised, internationally recognised, broad and flexible in scope.

Disadvantages of this clause include:

/

Real-life clause for scoping in a contract against remuneration

Context: the clause relates to an API for map/traffic data, provided through a developers' agreement

Content means any content or data made available via the Maps APIs.

Geofencing API Data means any configuration, boundary or object data (such as object IDs and labels but not being Object Location Data) created by you with respect to your use of the Maps APIs which is stored by [x] on [x]'s systems and servers.

Maps APIs means the online API services made available by [x] via the Portal which explicitly include the Extended Services and which you have requested access to in an Online Registration Form.

Permitted Use Case means the use case set out under the Subscription Plan entered via an Online Registration Form which has been accepted by [x] and which may include Evaluation Use or use in a Business Application or Public Application.

Probe Data means any positional or location information data, signal or ping collected on or transmitted or downloaded from a global positioning satellite system, device, software program, mobile phone, application or other system or technology, capable of producing or using automatic location detection data regardless of accuracy.

Results means any information delivered by the Maps APIs in response to a request and which, without limitation may include geocodes and reverse geocodes, map data tiles and route information.

Advantages of this clause include:

Precise scoping with good demarcation of relevant data types.

Disadvantages of this clause include:

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Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a service agreement for smart mobility IoT devices and the related software platform

“Device” means [x] hardware installed that collects and outputs technical and/or digital data, which may or may not be linked, or can be read remotely, by which Personal Data, including tachograph data, is collected about the movement, the use of a vehicle, activity and time registration of a Driver. In addition it means any hardware installation of which any of [x]’s products (connection, sensor, hardware, and firmware) whether on-site or in-transit are used under our services.

When you use the [x] sensors, as well any related software and application, you transmit to [x] certain user-specific data (“User Data”) that we use to provide the Service, including to but not limited to the route data, device location, various sensor measurements relating to your use of the Service, and additional information that the Service allows you to input, such as device names, device group names, device update rates, and any other related sensor and device settings or thresholds

Advantages of this clause include:

Generic and flexible clause

Disadvantages of this clause include:

Not specific or descriptive in terms of data covered.

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a service agreement for a driver assistance system that performs the functions of Automated Lane Centering and Adaptive Cruise Control.

By using [x], you agree that [x] owns all data that is conveyed to us by use of the service and that we may use it any way, and alter it in any way, at our sole discretion. We may collect your personal

information, such as your name, phone number, and email address, as well as other information you provide to us. Personally-identifiable information or any information or combination of information that both relates to you and can be used to identify you (“Personal Information”) may be collected when you consent to that collection by providing such information on a voluntary basis. [x] connects to a vehicle’s CAN bus, and it receives and generates data about the vehicle’s use, operation, and performance, including but not limited to geolocation of the vehicle, trip durations and routes, parking locations of your vehicle, braking, and acceleration.

[x] uses driver monitoring software that watches the driver and tracks his or her head and eyes, ensuring he or she is monitoring the driving environment. We may collect video from the driver monitoring feed only if you opt in through the settings of [x]. You should notify those who use or occupy your vehicle while [x] is engaged.

Advantages of this clause include:

Clear language and description in relation to data collection.

Disadvantages of this clause include:

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Real-life clause for scoping in a contract without remuneration

Context: the clause relates to the transfer of data collected in/via a smart car.

From or about your [x] Vehicle

We may collect a variety of information from or about your [x] vehicle. The type of information collected and processed varies based on your vehicle year, configuration and model. Examples of information collected include:

Telematics log data: To improve our vehicles and services for you, we may collect certain telematics data regarding the performance, usage, operation, and condition of your [x] vehicle, including: vehicle identification number; speed information; odometer readings; battery use management information; battery charging history; electrical system functions; software version information; infotainment system data; safety-related data and camera images (including information regarding the vehicle’s SRS systems, braking and acceleration, security, e-brake, and accidents); short video clips of accidents; information regarding the use and operation of Autopilot, Summon, Sentry and other features; and other data to assist in identifying issues and analyzing the performance of the vehicle. We may collect such information either in person (such as during a service appointment) or via remote access.

Remote analysis data: We may be able to dynamically connect to your [x] vehicle to diagnose and resolve issues with it, and this process may result in access to personal settings in the vehicle (such as contacts, browsing history, and navigation history). This dynamic connection also enables us to view the current location of your vehicle, but such access is restricted to a limited number of personnel within [x].

Safety analysis data: In order to help improve our products and services, we may collect and store other vehicle data, including: data about accidents or near accident-like circumstances involving your [x] vehicle (e.g., air bag deployment, camera sensor data and images, and other recent sensor

data); data about remote services (e.g., remote lock/unlock, start/stop charge, and honk-the-horn commands); a data report to confirm that your vehicle is online together with information about the current software version and certain telematics data; vehicle connectivity information; data about any issues that could materially impair operation of your vehicle; data about any safety-critical issues; and data about each software and firmware update. We may collect such information either in person (such as during a service appointment) or via remote access.

Service history: In order to facilitate the servicing of your car, we may collect and process data about the service history of each [x] vehicle, such as the customer's name, vehicle identification number, repair history, any outstanding recalls, any bills due, any customer complaints, and any other information related to its service history.

Charging information: We may collect information regarding the charge rate and charging stations used by you (including use of superchargers, as well as home or commercial outlets) in order to, for example, analyze which charging stations are being utilized, how long and efficient battery charges are, where additional charging stations are needed, and in some jurisdictions, may participate in government fuel standard programs.

Autopilot information: To further help develop and improve autonomous safety features, we may collect non-personally identifiable images or short video clips using the car's external cameras to learn how to recognize things like lane lines, street signs, and traffic light positions. These images and short video clips are not linked to your vehicle identification number and we have safeguards that prevent the search of our internal system for clips associated with a specific car. Separately, if you agree to allow us to collect video clips, Sentry Mode will send recorded video clips linked to your VIN to [x] for temporary backup. We may also use these clips to help enhance detection for Sentry Mode. You can enable or disable the collection of these clips any time via the "Data Sharing" setting in Controls > Safety & Security.

Advanced features: We may provide you with advanced features in your [x] vehicle, such as real-time traffic, Autopilot, and Summon, which make use of the road segment data of your vehicle and we may share this data with partners in a non-personally identifiable manner (e.g., by masking the vehicle identification number) in order to help us provide the service to you. We also may collect similar data in connection with other features, such as the navigation data for the online routing feature, and may share it with business partners in a non-personally identifiable manner, where necessary to provide the feature to you. We also only collect or share this data if you enable this collection, although if you do so, your vehicle may send this data to [x] and its partners even if you are not actively using a feature that needs this information. You can enable or disable the collection and sharing of this data at any time via the "Data Sharing" setting in Controls > Safety & Security.

Opting out of data sharing: If you no longer wish us to collect telematics log data or any other data from your [x] vehicle, please contact us as indicated in the "How to contact us" section below. Please note that if you opt out from the collection of telematics log data or any other data from your [x] vehicle (with the exception of the Data Sharing setting detailed above), we will not be able to notify you of issues applicable to your vehicle in real time. This may result in your vehicle suffering from reduced functionality, serious damage, or inoperability, and it may also disable many features of your vehicle including periodic software and firmware updates, remote services, and interactivity with mobile applications and in-car features such as location search, Internet radio, voice commands, and web browser functionality.

Advantages of this clause include:

Clear language and description in relation to data collection; fairly comprehensive.

Disadvantages of this clause include:

Data collection is extensive, and described as examples of data collection activities only. Limited opt-out rights exist.

Model clause for scoping in a contract against remuneration

Context: the clause is intended for situations where specific vehicle data is continuously collected. It distinguishes between Vehicle Data (relating to the vehicle and its use) and User data (relating to the driver/operator of the vehicle).

During the provision of services and the use of the vehicle, we will collect and generate different types of data depending on the specific services and products, and on your use of them.

Vehicle Data relates to the vehicle being used, as well as the usage of the vehicle. This includes static data such as the make, model, vehicle year and options; dynamic data such as software, configuration and settings, and service history; and telematics data (both current and historical) such as speed, odometer, location, route, vehicle behaviour, fuel consumption, use of driver support and safety systems, communications, braking and acceleration.

User Data relates to the person using the vehicle, whether reported directly by you or observed through sensors within the vehicle.

2.2.2 Modalities of sharing

Real-life clause in a contract without remuneration
<i>Context: the clause relates to an online service for sharing data on historical rides and locations, including driving behaviour, in an open ecosystem towards third parties.</i>
When you disable [x] on a specific device, any adjustment of your data such as a planned route via another device will no longer be synchronized to that specific device. Your data in [x] will remain available via [x] until you actively delete it via [x].[x].com or by using devices and apps that support deletion. [x] data is securely stored in the EU and apart from service providers that processes this data subject to contractual safeguards, [x] will not give anyone else access to [x] data or use it for any other purpose than communicated to you unless we have been lawfully ordered to do so.
Advantages of this clause include:
<i>Clear description of synchronising functionality. Data sharing is and remains under user control.</i>
Disadvantages of this clause include:
/

Real-life clause in a contract without remuneration
<i>Context: a publicly available dataset containing high resolution video imagery, along with odometry, object detection and tracking benchmarks. Captured by driving Karlsruhe, in rural areas and on highways. Up to 15 cars and 30 pedestrians are visible per image.</i>
Made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 3.0 Unported license, publicly available at https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode .
A second comparable dataset was made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 4.0 International licence, publicly available at https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode .
Relevant clause for the 3.0 licence, by way of example:
3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:
<ul style="list-style-type: none"> • to Reproduce the Work, to incorporate the Work into one or more Collections, and to Reproduce the Work as incorporated in the Collections; • to create and Reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise

identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";

- to Distribute and Publicly Perform the Work including as incorporated in Collections; and,
- to Distribute and Publicly Perform Adaptations.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. Subject to Section 8(f), all rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights described in Section 4(e).

Advantages of this clause include:

Highly standardised, internationally recognised, broad and flexible in scope.

Disadvantages of this clause include:

/

Real-life clause in a contract against remuneration

Context: the clause relates to an API for map/traffic data, provided through a developers' agreement

2.1 In return for you paying the License Fees and subject to your compliance at all times with this Agreement (including with respect to the Extended Services, to the extent applicable, the terms under Annex 1), [x] grants to you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license during the Term to use the Maps APIs in connection with your Permitted Use Case.

3. SDKs

To the extent that you download the SDKs, the terms and conditions attached to such SDKs shall apply. In addition, for the Mobile SDKs you acknowledge and agree that [x] may collect Probe Data via such Mobile SDKs when integrated with the Maps APIs.

Advantages of this clause include:

Precise scoping with focus on APIs and SDKs.

Disadvantages of this clause include:

Includes reverse data flow (Probe Data) from the user to the service provider, which may or may not be appropriate.

Real-life clause in a contract without remuneration

Context: the clause relates to a service agreement for a driver assistance system that performs the functions of Automated Lane Centering and Adaptive Cruise Control.

B. How We Use The Information We Collect

We use data collected through [x] to complete transactions with you; to provide, analyze, and improve the performance and security of [x]; to improve or modify other existing products and services; and/or to develop new products and services. We may share personal information with service providers and business partners, or with other third parties.

We may also share information collected through [x] to comply with a legal obligation, when we believe in good faith that the law requires it, in response to a lawful request by government authorities, or in other circumstances in which sharing such information may be required by law.

Advantages of this clause include:

Clear language and description in relation to data use.

Disadvantages of this clause include:

Use of data to develop new products and services is relatively open ended, as is the generic right to share personal information with third parties.

Real-life clause in a contract without remuneration

Context: a publicly available dataset containing urban street scenes.

This dataset is made freely available to academic and non-academic entities for non-commercial purposes such as academic research, teaching, scientific publications, or personal experimentation. Permission is granted to use the data given that you agree:

That the dataset comes “AS IS”, without express or implied warranty. Although every effort has been made to ensure accuracy, we do not accept any responsibility for errors or omissions.

That you include a reference to the Cityscapes Dataset in any work that makes use of the dataset. For research papers, cite our preferred publication as listed on our website; for other media cite our preferred publication as listed on our website or link to the Cityscapes website.

That you do not distribute this dataset or modified versions. It is permissible to distribute derivative works in as far as they are abstract representations of this dataset (such as models trained on it or additional annotations that do not directly include any of our data) and do not allow to recover the dataset or something similar in character.

That you may not use the dataset or any derivative work for commercial purposes as, for example, licensing or selling the data, or using the data with a purpose to procure a commercial gain.

That all rights not expressly granted to you are reserved by us.

Advantages of this clause include:

Flexible for non-commercial use or personal experimentation.

Disadvantages of this clause include:

No commercial use is possible.

Real-life clause in a contract without remuneration

Context: a publicly available dataset containing trajectories, 3D Perception Lidar Object Detection and Tracking dataset including about 100K image frames, 80k lidar point cloud and 1000km trajectories for urban traffic.

2 Dataset Downloads

2.1 To the extent that we authorize the Developer to use and download certain data sets (“Datasets”) at our sole discretion and subject to the terms and conditions of this Agreement, Developer is hereby granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Datasets for Developer’s personal use only and as permitted by the features of the Service and this Agreement.

Advantages of this clause include:

Flexible for personal experimentation.

Disadvantages of this clause include:

No commercial use is possible.

Model clause in a contract against remuneration

Context: the clause is intended for situations where minimal vehicle data is shared automatically (as needed to enable the service), but where additional sharing can be enabled in an opt-in model. The clauses assumes that Vehicle Data and User Data have been defined; the model clause on scoping can be used for this purpose.

During the provision of services and the use of the vehicle, some Vehicle Data and User Data will be shared with us automatically as you use the vehicle. Specifically, the vehicle will automatically provide us with any Administrative Data required by us to provide the services, to administer your account, and to defend our legal interests. Such automatic data sharing can only be terminated by terminating your Agreement.

Other Vehicle Data is shared with us by default (i.e. without any further action from your side), but can be switched off by you. Specifically, this relates to all Vehicle Data required to enable the vehicle to function as advertised to you. You may terminate such data sharing through the interfaces built into the vehicle, but in this instance, you must accept that the vehicle may not function as advertised, and that no assurances on performance can be given.

Finally, other Vehicle Data will be shared with us only if you choose to do so through the interfaces built into the vehicle. In these instances, the interfaces will specify the types of Vehicle

Data that will be shared, and the effect of sharing your Vehicle Data. Such data sharing can be halted at any time through the same interfaces.

2.2.3 Restrictions on use

Real-life clause defining restrictions in a contract without remuneration
<p><i>Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available free of charge. Users provide personal information to feed the system's intelligence and recommendations.</i></p>
<p>[x] uses your location and route information to create a detailed route history of all of your journeys made when using the Service. [x] uses this history to offer the Service to you, to improve the quality of the Service it offers to you and to all of its users, to improve the accuracy of its mapping and navigation data, and more as described in detail in the Privacy Policy. This history is associated with your account and username (if you have chosen to set up a username). This history is retained by [x] for a limited period of time and in accordance with the Privacy Policy..</p>
<p>Advantages of this clause include:</p> <p><i>Fairly clear description of the use of historical data, which seems balanced.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>No true anonymity is possible - route history is inevitably captured for all journeys when the app is used.</i></p>

Real-life clause in a contract against remuneration
<p><i>Context: the clause relates to a personal carpooling app. The app is available free of charge, but fees may be charged for sharing a ride. Users provide personal information to feed the system's intelligence and recommendations. The section below relates to the personal information provided by users to a driver.</i></p>
<p>Your Content in [x] Carpool</p> <p>[x] Carpool may allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.</p> <p>When you upload, submit, store, send or receive content to or through [x] Carpool, you give [x] and its affiliates (and those we work with) a worldwide licence to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with [x] Carpool), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this licence are for the limited purpose of operating, promoting, and improving [x] Carpool, and to develop new services. This license continues even if you stop using [x] Carpool. Make sure you have the necessary rights to grant us this licence for any content that you submit to [x] Carpool.</p>
<p>Advantages of this clause include:</p>

Fairly broad and flexible clause.

Disadvantages of this clause include:

No real constraint to data usage, especially since data can also be used 'to develop new services', so that no link to carpooling is even needed. The usage rights are also unlimited in time, which is arguably somewhat unbalanced.

Real-life clause in a contract without remuneration

Context: the clause relates to an online service for sharing data on historical rides and locations, including driving behaviour, in an open ecosystem towards third parties.

[x] is a [x] product that saves your settings, preferences, favorite locations and destinations of your planned routes. When you enable [x], this data becomes automatically available to all devices and apps that you have authorized. You could also grant access to others. You can set up and change this authorization via your [x] account or with an account from a supported provider. [x] will retain references to all your devices or apps associated with your account and doesn't have access to your passwords.

[...]

With your permission and after we have made sure that data is no longer linked to you, [x] could use [x] data to improve its products and services, more details can be found in 'Help us learn' section. You can change your approval status at any time via the privacy settings. [x] keeps records of [x] access by authorized devices and apps for a limited period to use this information for technical diagnostic purposes and aggregated statistics and reports.

Advantages of this clause include:

Strong emphasis on core functionality and user control. No other use without user permission.

Disadvantages of this clause include:

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Real-life clause in a contract without remuneration

Context: a publicly available dataset containing high resolution video imagery, along with odometry, object detection and tracking benchmarks. Captured by driving Karlsruhe, in rural areas and on highways. Up to 15 cars and 30 pedestrians are visible per image.

Made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 3.0 Unported license, publicly available at <https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>.

A second comparable dataset was made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 4.0 International licence, publicly available at <https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode>.

Relevant clause for the 3.0 licence, by way of example:

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

You may Distribute or Publicly Perform the Work only under the terms of this License. You must include a copy of, or the Uniform Resource Identifier (URI) for, this License with every copy of the Work You Distribute or Publicly Perform. You may not offer or impose any terms on the Work that restrict the terms of this License or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Work, You may not impose any effective technological measures on the Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the License. This Section 4(a) applies to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License. If You create a Collection, upon notice from any Licensor You must, to the extent practicable, remove from the Collection any credit as required by Section 4(d), as requested. If You create an Adaptation, upon notice from any Licensor You must, to the extent practicable, remove from the Adaptation any credit as required by Section 4(d), as requested.

You may Distribute or Publicly Perform an Adaptation only under: (i) the terms of this License; (ii) a later version of this License with the same License Elements as this License; (iii) a Creative Commons jurisdiction license (either this or a later license version) that contains the same License Elements as this License (e.g., Attribution-NonCommercial-ShareAlike 3.0 US) ("Applicable License"). You must include a copy of, or the URI, for Applicable License with every copy of each Adaptation You Distribute or Publicly Perform. You may not offer or impose any terms on the Adaptation that restrict the terms of the Applicable License or the ability of the recipient of the Adaptation to exercise the rights granted to that recipient under the terms of the Applicable License. You must keep intact all notices that refer to the Applicable License and to the disclaimer of warranties with every copy of the Work as included in the Adaptation You Distribute or Publicly Perform. When You Distribute or Publicly Perform the Adaptation, You may not impose any effective technological measures on the Adaptation that restrict the ability of a recipient of the Adaptation from You to exercise the rights granted to that recipient under the terms of the Applicable License. This Section 4(b) applies to the Adaptation as incorporated in a Collection, but this does not require the Collection apart from the Adaptation itself to be made subject to the terms of the Applicable License.

You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

If You Distribute, or Publicly Perform the Work or any Adaptations or Collections, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for

attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and, (iv) consistent with Section 3(b), in the case of an Adaptation, a credit identifying the use of the Work in the Adaptation (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). The credit required by this Section 4(d) may be implemented in any reasonable manner; provided, however, that in the case of a Adaptation or Collection, at a minimum such credit will appear, if a credit for all contributing authors of the Adaptation or Collection appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this License, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.

Advantages of this clause include:

Highly standardised, internationally recognised.

Disadvantages of this clause include:

No commercial use is permitted. Copyleft clause, i.e. the same license must be applied downstream.

Real-life clause in a contract against remuneration

Context: the clause relates to an API for map/traffic data, provided through a developers' agreement

2. GRANT OF LICENSE

2.1 In return for you paying the License Fees and subject to your compliance at all times with this Agreement (including with respect to the Extended Services, to the extent applicable, the terms under Annex 1), [x] grants to you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license during the Term to use the Maps APIs in connection with your Permitted Use Case.

3. SDKs

To the extent that you download the SDKs, the terms and conditions attached to such SDKs shall apply. In addition, for the Mobile SDKs you acknowledge and agree that [x] may collect Probe Data via such Mobile SDKs when integrated with the Maps APIs. You hereby grant to [x] and its Affiliates a perpetual, irrevocable, royalty-free license to use such Probe Data for use in connection with [x] and its Affiliates' current and future products and services. The Mobile SDKs may only be used in connection with the [x] Maps APIs and may not be used in connection with any third-party online APIs that are the same or similar to the Maps APIs. The foregoing sentence shall not however

prohibit use of third-party content and services in connection with the Mobile SDKs where the content or service delivered is not offered by the [x] Maps APIs.

[...]

6. RESTRICTED USE CASES

You may not use the Maps APIs in connection with any Automotive Usage or Navigation Functionality except as otherwise permitted by [x] under a separate written agreement.

Advantages of this clause include:

Clear focus on APIs and SDKs, and on predefined use cases.

Disadvantages of this clause include:

Dependent on separately defined use cases (i.e. not usable as a standalone clause). Additionally, the data flowing from the user to the service provider (Probe Data) is not subject to any constraint – it may be used “in connection with [x] and its Affiliates’ current and future products and services”, which contains no real limitation.

Real-life clause in a contract against remuneration

Context: the clause relates to a governmental open database with traffic sign information.

The licensee is granted the non-exclusive and worldwide right to reuse the product for any lawful purpose, including reproduction, transmission, publication, modification and commercial exploitation of the product.

Advantages of this clause include:

Fully open and unconstrained licence without limitations.

Disadvantages of this clause include:

/

Real-life clause in a contract without remuneration

Context: a publicly available dataset containing trajectories, 3D Perception Lidar Object Detection and Tracking dataset including about 100K image frames, 80k lidar point cloud and 1000km trajectories for urban traffic.

Developer will not, unless otherwise expressly permitted under this Agreement:

2.1.1 Process any Datasets for analytics, modeling, or generation of revenue for Developer (e.g., by reselling such data or using such data for services or product offerings containing aggregated information that are separately priced or sold);

2.1.2 Process any Datasets to engage in or facilitate targeting (for marketing, advertising, or otherwise) of any individual;

2.1.3 Except as expressly permitted in this Agreement, combine any Datasets with any other data, including Personal Data;

2.1.4 Process any Datasets in connection with training of Developer's artificial intelligence or machine learning capabilities;

2.1.5 Attempt to re-identify or otherwise ascertain the identity of any individual;

2.1.6 Assign, sell, transfer or otherwise dispose of any Datasets to any other persons or entities or permit the use of or access to any Datasets for the benefit of any other persons or entities;

2.1.7 Attempt to or assist others in an attempt to copy, duplicate, otherwise reproduce, modify, distribute, display or create derivative works based on any Datasets;

2.1.8 Without express agreement from us, enable any functionality that can be used to display or store any Datasets; or

2.1.9 Use or otherwise process any Datasets for the purpose of serving as a factor in establishing any consumer's eligibility for any of the purposes stated in Section 603(d)(1)(A)-(B) or Section 604 of the Federal Fair Credit Reporting Act, as may be amended or superseded.

2.2 To the extent that we authorize the Developer to use Datasets and subject to the terms of this Agreement, the Developer is entitled to use the Datasets only (i) for Developer's internal purposes of non-commercial research or teaching and (ii) in accordance with the terms of this Agreement.

Advantages of this clause include:

Flexible for personal experimentation.

Disadvantages of this clause include:

No commercial use is possible.

Model clause in a contract against remuneration

Context: the clause is intended for situations where data can be used to ensure the correct functioning of a smart vehicle and its services, and to improve these. It also allows the creation of personalised knowledge by default, although this can be disabled. The creation of aggregate statistical data is permitted as well.

The clauses assumes that Vehicle Data and User Data have been defined; the model clause on scoping can be used for this purpose.

Your Vehicle Data and User Data will be used by us to provide the services linked to the vehicle, to ensure the proper and safe functioning of the vehicle and its services, to administer your account, and to defend our legal interests. Your Vehicle Data will also be used to maintain and improve the services and vehicle, including by examining usage patterns.

Your Vehicle Data will furthermore be used to provide you with predictive maintenance, usage recommendations, and other personalised insights, unless you choose not to receive such insights through the interfaces built into the vehicle.

2.2.4 Restrictions on onward dissemination of data

Real-life clause on onward dissemination in a contract without remuneration
<p><i>Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available free of charge. Users provide personal information to feed the system's intelligence and recommendations.</i></p>
<p>You may not copy, print, save or otherwise use data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.</p> <p>When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express prior written permission of [x].</p>
<p>Advantages of this clause include:</p> <p><i>Clear statement that map/traffic data can only be used for the purposes of using the app as intended. Fairly balanced: the provider and the user can both use the data to permit / enhance usage of the app, but not for other purposes.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>No possibility to extend the data usage for the user without the permission of the service provider.</i></p>
Real-life clause in a contract against remuneration
<p><i>Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available on a subscription basis. Users provide personal information to feed the system's intelligence and recommendations.</i></p>
<p>Your de-identified data is further processed in such a way as [x] products can include aggregated, anonymized content based on traffic patterns, aggregated driver profiles, average speeds driven, and non-personally identifiable driver input such as search queries and reported road closures. Our traffic index about congestion density in major cities for example is built with elements derived from your journey data and our live traffic calculation combines aggregated, de-identified, real-time traffic data with historical data and external data sources. These products and services are also used by government agencies and businesses.</p>
<p>Advantages of this clause include:</p> <p><i>Onward data sharing is limited to aggregate statistical data.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>No opt out, although privacy impact should be near-non-existent.</i></p>

Real-life clause in a contract without remuneration
<i>Context: the clause relates to an online service for sharing data on historical rides and locations, including driving behaviour, in an open ecosystem towards third parties.</i>
[x] data is securely stored in the EU and apart from service providers that processes this data subject to contractual safeguards, [x] will not give anyone else access to [x] data or use it for any other purpose than communicated to you unless we have been lawfully ordered to do so.
Advantages of this clause include: <i>Clear description of onward dissemination functionality, which remains under user control.</i>
Disadvantages of this clause include: /
Real-life clause in a contract without remuneration
<i>Context: a publicly available dataset containing high resolution video imagery, along with odometry, object detection and tracking benchmarks. Captured by driving Karlsruhe, in rural areas and on highways. Up to 15 cars and 30 pedestrians are visible per image.</i>
Made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 3.0 Unported license, publicly available at https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode . A second comparable dataset was made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 4.0 International licence, publicly available at https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode .
Relevant clause for the 3.0 licence, by way of example: Each time You Distribute or Publicly Perform the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to You under this License. Each time You Distribute or Publicly Perform an Adaptation, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
Advantages of this clause include: <i>Highly standardised, internationally recognised.</i>
Disadvantages of this clause include: <i>Copyleft clause, i.e. the same license must be applied downstream.</i>

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to a service agreement for a driver assistance system that performs the functions of Automated Lane Centering and Adaptive Cruise Control.

B. How We Use The Information We Collect

We use data collected through [x] to complete transactions with you; to provide, analyze, and improve the performance and security of [x]; to improve or modify other existing products and services; and/or to develop new products and services. We may share personal information with service providers and business partners, or with other third parties.

We may also share information collected through [x] to comply with a legal obligation, when we believe in good faith that the law requires it, in response to a lawful request by government authorities, or in other circumstances in which sharing such information may be required by law.

Advantages of this clause include:

Clear language and description in relation to data use.

Disadvantages of this clause include:

Use of data to develop new products and services is relatively open ended, as is the generic right to share personal information with third parties.

Real-life clause for scoping in a contract without remuneration

Context: the clause relates to the transfer of data collected in/via a smart car.

We do not sell your personal information to anyone for any purpose, period.

With our service providers and business partners

We may share information with our service providers and business partners or [x] affiliates (companies that are owned or controlled by [x], Inc. and companies in which [x], Inc. has a substantial ownership interest) when necessary to perform services on our or on your behalf, such as in the following:

With our third party service providers and channel partners to provide services such as website hosting, data analysis and storage, payment processing, order fulfillment and product installation, wireless connectivity to [x] products, information technology and related infrastructure, customer service, product design, product diagnostics, maintenance or related services, email delivery, credit card processing, auditing, marketing, voice command processing, and other similar services.

With repair estimate providers and any insurance company to enable [x] or third party service center or providers to perform services on your vehicle such as repair or maintenance. When you request [x] to perform certain services, we share limited information about you and the vehicle with these parties to help provide you with an accurate repair estimate and to facilitate payment. Repair estimate providers may use this information in the aggregate to create and publish industry analytics.

With other third party business partners to the extent that they are involved in the purchase, lease, or service of your [x] products. We share limited information from or about you or your [x] products to allow you to take advantage of those services if you elect to utilize them, with such partners as finance institutions, leasing, registration, title companies, electric utilities, permitting authorities and insurance companies.

With third parties you authorize

We may share information with other third parties you authorize, such as in the following circumstances:

With our certified installers, where we do not directly sell you the energy products that you have requested.

With third party utilities or energy services companies, where you have agreed to allow them to monitor or control your energy product.

With third party service centers or providers, if you choose to utilize them. Note that some information about you is stored on certain [x] products and may be accessible directly to the third party service centers or providers that you choose to utilize to diagnose or service your [x] product.

With third-party sponsors of contests and similar promotions, if you elect to participate.

With your social media account provider, if you connect your [x] Account and your social media account. If you do so, you authorize us to share information with your social media account provider and you understand that the use of the information we share will be governed by the social media account provider's privacy policy.

We do not share information that personally identifies you with unaffiliated third parties for their marketing purposes unless you opt in to that sharing. If you wish to opt out of any processing of information for which you have provided your prior explicit opt-in consent, you may do so by contacting us as indicated in the "How to contact us" section below.

Advantages of this clause include:

Clear language and description in relation to data sharing; fairly comprehensive.

Disadvantages of this clause include:

Data sharing is extensive, and described as examples of data sharing only ('such as').

Model clause in a contract against remuneration

Context: the clause is intended for situations where vehicle data can be shared with third parties only for the purposes of providing services in relation to the vehicle (i.e. subcontractors or other service providers to the principal), or with the permission of the customer; this includes voluntary data sharing to third parties via APIs, as is explicitly supported by the model clause.

No trading or exchange to third parties for other purposes is permitted.

The clauses assumes that Vehicle Data has been defined; the model clause on scoping can be used for this purpose.

Your Vehicle Data will not be sold to third parties, nor will it be made available to third parties except as set out herein.

We may make your Vehicle Data available to third parties for the sole purpose of providing you with services as envisaged by this Agreement. Such third parties will be bound to us by contractual terms which ensure that your Vehicle Data will not be used in a manner contrary to this Agreement.

In addition, we will make your Vehicle Data available to third parties with your permission, including through APIs, web services, or other interfaces that we choose to support. Your permission can be granted through the interfaces built into the vehicle and its services. You may use the same interfaces to terminate third party access to that Vehicle Data. Note that use of your data by such third parties will be subject to their own terms and conditions, which may not be under our control, and which will not be subject exclusively to the terms of this Agreement.

2.2.5 Remuneration and consideration

Real-life clause in a contract against remuneration
<p><i>Context: the clause relates to an API for map/traffic data, provided through a developers' agreement</i></p>
<p>16. LICENSE FEES AND PAYMENT TERMS:</p> <p>16.1. The License Fees payable for your use of the Maps APIs are calculated as per the Subscription Plan you have selected and shall be billed to the card entered via the Online Registration Form as soon as such Subscription Plan is activated. To the extent a Subscription Plan is automatically renewed (as described under Clause 23) your account will be charged immediately upon such renewal.</p> <p>16.2. [x] may at any time change the fees applicable to a Subscription Plan. Any changes will be published on the [x] API store. And will apply to any future Subscription Plans which are purchased or renewed by you. For the avoidance of doubt, any amended fees shall not apply to any Subscription Plan which has already been purchased by you.</p> <p>16.3. The License Fees are exclusive of VAT or other applicable sales tax.</p> <p>16.4. License Fees are non-refundable unless explicitly stated otherwise in this Agreement.</p> <p>16.5. Unused transactions shall expire following the period of 12 months from the date of purchase.</p>
<p>Advantages of this clause include:</p> <p><i>Relatively standard approach for API based service models.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>Dependent on separately defined subscription plan.</i></p>

2.2.6 Liability

Real-life clause in a contract against remuneration

Context: the clause relates to a personal carpooling app. The app is available free of charge, but fees may be charged for sharing a ride. Users provide personal information to feed the system's intelligence and recommendations. The section below relates to the personal information provided by users to a driver.

Our Warranties and Disclaimers

We provide [x] Carpool using a commercially reasonable level of skill and care and we hope that you will enjoy using it. But there are certain things that we do not promise about [x] Carpool. Other than as expressly set out in these terms, [x] does not make any specific promises about [x] Carpool. For example, we don't make any commitments about the content within [x] Carpool, the specific functions of [x] Carpool, or its reliability, availability, or ability to meet your needs. [x] Carpool is provided "AS IS".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted under applicable law, we exclude all warranties.

All carpooling agreements made through [x] Carpool are between Riders and Drivers. By providing the [x] Carpool platform, [x] acts solely as an intermediary and does not enter any carpooling agreements itself. [x] does not vet, approve nor exert control over [x] Carpool users.

Liability for [x] Carpool

When permitted by law, [x] and [x]'s suppliers and distributors will not be responsible for lost profits, revenues or data, financial losses or indirect, special, consequential, exemplary or punitive damages.

You agree that [x] will have no responsibility or liability for:

- The actions, errors or omissions of any [x] Carpool user;
- The truth or accuracy of any information provided by any [x] Carpool user;
- The compliance by any [x] Carpool user with these terms or applicable laws.

To the extent permitted by law, the total liability of [x] and its suppliers and distributors for any claims under these terms, including for any implied warranties, is limited to \$100 USD (or its equivalent in local currency).

In all cases, [x] and its suppliers and distributors will not be liable for any loss or damage that is not reasonably foreseeable.

We recognize that in some countries, you might have legal rights as a consumer. If you are using [x] Carpool for a personal purpose, then nothing in these terms or any additional terms limits any consumers' legal rights which may not be waived by contract.

Advantages of this clause include:

Fairly comprehensive clause.

Disadvantages of this clause include:

Extensive liability exclusions with a very low liability cap when liability cannot be waived comprehensively.

Real-life clause in a contract against remuneration

Context: the clause relates to an API for map/traffic data, provided through a developers' agreement

20. WARRANTIES

20.1. THE MAPS APIS, CONTENT AND RESULTS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND [X] EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE MAPS APIS HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT [X] DOES NOT WARRANT THAT THEY WILL OPERATE UNINTERRUPTED OR ERROR-FREE. [X] DOES NOT WARRANT THE INTEROPERABILITY OF THE MAPS APIS WITH ANY OTHER SYSTEM, SOFTWARE, DEVICE OR PRODUCT.

20.2. YOU WARRANT, REPRESENT AND UNDERTAKE TO [X] THE FOLLOWING:

20.2.1. THAT ALL INFORMATION YOU SUBMITTED VIA THE ONLINE REGISTRATION FORM IS TRUTHFUL, COMPLETE AND ACCURATE AND THAT IT WILL BE UPDATED BY YOU, IF NEED BE.

20.2.2. THAT IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY, THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THE AGREEMENT. IF YOU DO NOT HAVE THE REQUISITE AUTHORITY, YOU MAY NOT ACCEPT THE AGREEMENT OR USE THE MAPS APIS ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY.

20.2.3. THAT YOU WILL NOT COMBINE THE MAPS APIS AND ANY CONTENT DELIVERED BY THE MAPS APIS WITH ANY OPEN SOURCE SOFTWARE OR OTHER DATA IN ANY MANNER WHICH MAY RESULT IN THE MAPS APIS AND CONTENT DELIVERED BY THE MAPS APIS BECOMING SUBJECT TO THE TERMS OF AN OPEN SOURCE LICENSE AND/OR A COPYLEFT LICENSE.

21. LIMITATION OF LIABILITY

21.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER [X] NOR ITS LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL PUNITIVE OR OTHERWISE ARISING OUT OF OR RELATED TO:

21.1.1. YOUR USE OF, OR INABILITY TO USE OR ACCESS, THE MAPS APIS.

21.1.2. YOUR RELIANCE ON ANY CONTENT OR RESULTS DELIVERED BY THE MAPS APIS (INCLUDING YOUR RELIANCE ON THE COMPLETENESS OR ACCURACY OF THE SAME).

21.1.3. ANY CHANGES OR DISCONTINUATION THAT [X] MAKES TO THE APIS OR CONTENT PURSUANT TO CLAUSE 7.

21.2. THE FOREGOING UNDER CLAUSE 21.1 APPLIES AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, COMMON LAW, OR STATUTORY DAMAGES) AND SHALL APPLY EVEN IF [X] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.3. TO THE EXTENT [X] IS NOT PERMITTED UNDER APPLICABLE LAW TO EXCLUDE ITS LIABILITY PURSUANT TO CLAUSES 21.1 AND 21.2 ABOVE, [X]'S TOTAL AGGREGATE LIABILITY TO YOU SHALL BE LIMITED TO THE AMOUNT OF USD 100.00.

21.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER [X]'S SUPPLIERS NOR ANY OF THEIR AFFILIATES WILL HAVE ANY LIABILITY TO YOU (INCLUDING MONETARY LIABILITY) (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

21.5. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY UNDER THIS CLAUSE 21 DO NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. INDEMNITY

22.1. You agree to defend, indemnify and hold [x] and its respective directors, officers, employees, affiliates, agents and suppliers harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from:

22.1.1. Your Permitted Applications, including any claim that they infringe any copyright, trademark, trade secret, trade dress, patent or other Intellectual Property Rights of any person or defames any person or violates their rights of publicity or privacy.

22.1.2. Any content or materials that you use in connection with the Maps APIs, Content, Results or your Permitted Applications.

22.1.3. Any non-compliance by you with this Agreement.

Advantages of this clause include:

Fairly comprehensive clause.

Disadvantages of this clause include:

Extensive liability exclusions with a very low liability cap when liability cannot be waived comprehensively.

Model clause in a contract against remuneration

Context: the clause is intended for situations where a separate general liability clause exists, including a liability cap (a maximum aggregate amount of liability, e.g. “Except in the event of gross negligence or wilful misconduct, our liability in the event of failure to comply with the obligations provided for in this Agreement, whatever the cause, shall be capped at the sum corresponding to the total amount of subscription fees paid during the 12-month period preceding the event giving rise to the damage”). This clause only regulates liability linked to (use of) the damage.

The clause assumes that Customer Data and Business Insights have been defined; the model clause on scoping can be used for this purpose. The clause accepts liability (up to the liability cap) for errors in data collection by the service provider (data corruption), but not for damages linked to use of Business Insights.

Our sum and total liability for any damages caused exclusively by demonstrated corruption of Customer Data during or after transfer to our services is limited to the general liability cap as set out in this Agreement. We cannot be held liable in any way, under any legal theory, for damages linked to the Customer Data. Specifically, it is your sole and exclusive responsibility to ensure that Customer Data is factually correct, complete and up to date before transferring it to us.

Furthermore, you accept that we cannot be held liable in any way, under any legal theory, for damages resulting from any decisions you make as a result of Business Insights that we provide to you. The accuracy, completeness, relevance or utility of Business Insights is not guaranteed in any way.

Any liability action that may be brought by you is time-barred within two (2) years from the event giving rise to the action.

2.2.7 Termination conditions

Real-life clause on termination in a contract without remuneration
<p><i>Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available free of charge. Users provide personal information to feed the system's intelligence and recommendations.</i></p>
<p>You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise [x] of such termination.</p> <p>[...]</p> <p>[x] retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason [x] deems appropriate, at its sole and absolute discretion.</p>
<p>Advantages of this clause include:</p> <p><i>Clear and very flexible on both sides, in line with the app economy.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>No certainty for the user in terms of continued use. However, the app is free of charge, so this constraint is arguably reasonable.</i></p>

Real-life clause in a contract without remuneration
<p><i>Context: a publicly available dataset containing high resolution video imagery, along with odometry, object detection and tracking benchmarks. Captured by driving Karlsruhe, in rural areas and on highways. Up to 15 cars and 30 pedestrians are visible per image.</i></p>
<p>Made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 3.0 Unported license, publicly available at https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode.</p> <p>A second comparable dataset was made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 4.0 International licence, publicly available at https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode.</p> <p>Relevant clause for the 3.0 licence, by way of example:</p> <p>7. Termination</p> <p>This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided</p>

such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

Advantages of this clause include:

Highly standardised, internationally recognised. Perpetual except in case of breaches (no termination possible), and the licence is therefore highly dependable.

Disadvantages of this clause include:

/

Real-life clause in a contract against remuneration

Context: the clause relates to an API for map/traffic data, provided through a developers' agreement

23. TERM AND TERMINATION

23.1. This Agreement begins on the date when [x] accepts your Online Registration Form and shall continue until the expiry of your Subscription Plan (the "Initial Subscription Period"). Provided you have not deselected the option to "auto-renew" your Subscription Plan (as described under Clause 8), this Agreement shall continue until the expiry of such renewed Subscription Plan and any subsequent renewal periods thereafter (each a "Subscription Renewal Period" and together with the Initial Subscription Period, the "Term").

23.2. You may terminate this Agreement at any time by terminating your Subscription Plan via your "My Account" portal. Following such termination, your Agreement will then terminate at the end of your then current subscription period.

23.3. [x] may terminate this Agreement in the event:

23.3.1. You breach any of the terms and conditions of this Agreement;

23.3.2. You have not signed into your account or made use of the Maps APIs using you access credentials for a continuous period of ninety (90) days.

23.4. Upon termination or expiry of this Agreement, all access rights you have to access and receive the Maps APIs will be terminated and you will no longer be able to access the Maps APIs. No refunds, rebates or any other form of compensation will be payable by [x] to you in respect of any unused transactions under your Subscription Plan as at the date of termination or expiry.

23.5. The provisions of this Agreement, which by their nature are intended to survive termination, will remain in effect after termination of this Agreement.

Advantages of this clause include:

Relatively standard approach for API based service models.

Disadvantages of this clause include:

Non-use is grounds for termination by the service provider.

Model clause in a contract against remuneration

Context: this is a generic termination clause for a time based subscription service (e.g. for a monthly subscription fee).

You may terminate your use of our services at any time and for whatever reason, by giving written notice and/or by terminating your service through the interfaces supported by our products and services. This termination will enter into effect at the end of your current subscription period, and fees will continue to apply until the moment of termination.

We retain the right to block your access to the service and/or terminate this Agreement, at any time and without prior notice, if we have reasonable grounds to indicate that you are in substantive breach of this Agreement and/or applicable laws. Furthermore, we may terminate your use of our services at any time and for whatever reason, by giving 3 months written notice. This termination will enter into effect at the end of the indicated notice period, and fees will continue to apply until the moment of termination.

2.2.8 Termination consequences

Real-life clause on termination consequences in a contract without remuneration
<p><i>Context: the clause relates to a personal route optimisation app, principally for road vehicles. The app is available free of charge. Users provide personal information to feed the system’s intelligence and recommendations.</i></p>
<p>You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise [x] of such termination. However, if you would also like for [x] to delete your [x] account and your personal information contained in the account, please use the “Delete Account” function in the in app Privacy Settings or Account & Login Settings. On receiving such a request, [x] will use reasonable efforts to delete such information, however please note that information may not be deleted immediately from our back-up systems. For more information, please read our Privacy Policy.</p>
<p>Advantages of this clause include:</p> <p><i>Clear statement of termination consequences.</i></p>
<p>Disadvantages of this clause include:</p> <p><i>Data deletion is not automatic after an uninstall of the app or after discontinued use – it requires conscious action of the user.</i></p>

Real-life clause in a contract without remuneration
<p><i>Context: a publicly available dataset containing high resolution video imagery, along with odometry, object detection and tracking benchmarks. Captured by driving Karlsruhe, in rural areas and on highways. Up to 15 cars and 30 pedestrians are visible per image.</i></p>
<p>Made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 3.0 Unported license, publicly available at https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode.</p> <p>A second comparable dataset was made available under a Creative Commons - Attribution-NonCommercial-ShareAlike 4.0 International licence, publicly available at https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode.</p> <p>Relevant clause for the 3.0 licence, by way of example:</p> <p>7. Termination</p> <p>This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Adaptations or Collections from You under this License, however, will not have their licenses terminated provided</p>

such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.

Advantages of this clause include:

Highly standardised, internationally recognised. Downstream recipients do not lose usage rights in case of termination.

Disadvantages of this clause include:

/

Real-life clause in a contract against remuneration

Context: the clause relates to an API for map/traffic data, provided through a developers' agreement

23.4. Upon termination or expiry of this Agreement, all access rights you have to access and receive the Maps APIs will be terminated and you will no longer be able to access the Maps APIs. No refunds, rebates or any other form of compensation will be payable by [x] to you in respect of any unused transactions under your Subscription Plan as at the date of termination or expiry.

Advantages of this clause include:

Relatively standard approach for API based service models.

Disadvantages of this clause include:

No usage rights to data obtained prior to contract termination.

Real-life clause in a contract without remuneration

Context: the clause relates to an online service for sharing data on historical rides and locations, including driving behaviour, in an open ecosystem towards third parties.

Your data in [x] will remain available via [x] until you actively delete it via [x].[x].com or by using devices and apps that support deletion. [x] data is securely stored in the EU and apart from service providers that processes this data subject to contractual safeguards, [x] will not give anyone else access to [x] data or use it for any other purpose than communicated to you unless we have been lawfully ordered to do so.

Advantages of this clause include:

Clear description of deletion functionality.

Disadvantages of this clause include:

No explicit statement on data deletion approach.

Model clause in a contract against remuneration

Context: this clause aims to terminate any use of Vehicle Data and User Data after contract termination (other than as required by law or to safeguard the service provider's legal rights), and ensures that Vehicle Data and User Data is deleted at some point after termination. Aggregate insights may be retained and used in the same manner as during the Agreement, provided that these cannot be linked to the customer.

The clauses assumes that Vehicle Data and User Data have been defined; the model clause on scoping can be used for this purpose.

After the termination of the Agreement, we will only use your Vehicle Data and User Data insofar as required to defend our legal interests or as required under applicable law. Any statistical data inferred on the basis of your Vehicle Data and User Data, may still be used by for the same purposes and to the same extent as during the Agreement.

Your Vehicle Data and User Data will be retained by us only as long as required by applicable law, including as may be required to defend our legal interests. After the expiration of this period, your Vehicle Data and User Data will be irrevocably deleted.

2.3 General observations and points of attention

As was already noted in the introductory section, there is a very wide range of use cases that fall under the general ‘smart mobility’ label. It comprises basic (and often government managed) map / geographic information system (GIS) information that provides a baseline of infrastructural data, including on roads, traffic signs, speed limits, etc. Dynamic data includes activity sharing services (individual navigation, carpooling, mobility on demand), logistics organisation (fleet management, cargo hauling), infrastructure management (priority vehicle management and lights management), personal safety and security (lane detection, collision detection and mitigation), and proactive and reactive metrics and vehicle maintenance. Increasingly, big data analytics and AI play a role in obstacle detection, road and environmental analysis, and a move towards fully automated driving.

Coupled with this breadth of use cases, the fact that smart mobility comprises the interaction between humans, infrastructure and many modal factors (pedestrian, bicycle, car, lorry/truck, air (including drone), railway) further complicates the picture. This makes it challenging to draw cross cutting conclusions. None the less, a few observations can be made.

Firstly, the data sharing approach chosen in the examined contracts is surprisingly binary: contracts tend to be either very one sided and in favour of a service provider who retains very broad control over the data, or entirely open through open licenses (such as Creative Commons) where data can be used for any purpose. Balanced constraints on permissible use of data are relatively rare. This is also reflected in data deletion arrangements, which are often entirely absent or at least not clearly articulated.

With respect to privacy, the influence of the GDPR is very visible: where location based services and profiling are included in the data set, data sharing is limited, and does often include user control mechanisms before data is shared with external partners or services. This can be considered a beneficial trend.

AI and machine learning are less present in the examined agreements than might be expected. Or perhaps more accurately: the contracts frequently do contain clauses that explicitly allow the use of the data to improve existing services, or to create new services – broad terminology that can be arguably criticised for being too vague from a GDPR perspective, but that would also allow many AI uses to be supported without integrating potentially limitative language. Similarly, open datasets could be found that allow non-commercial academic and research use, which could support some AI usage as well. None the less, maturity and clarity of the contractual language could still be improved on this front in order to increase transparency and build better consensus on legitimate AI usage.

Finally, as in most industries, liability clauses are remarkably generic and limitative, with extensive liability disclaimers whenever automated or assisted driving functionality is integrated: driver responsibility is always and structurally emphasised, and no fully autonomous driving is even indirectly supported by the existing terms. That would appear to be a contractual reflection of the (lack of) maturity of the technological capabilities today.