

# **General Terms and Conditions / Conditions of Use of the Mobility Data Marketplace (MDM)**

(Version: 18.05.2018)

## **Preamble**

- (1) The Mobility Data Market Place (MDM) aims to support the data exchange between data providers and data users. Beside this the MDM provides a central portal, offering collected information about available online traffic data from individual data providers. This way, the MDM allows its users to offer, find and subscribe to traffic-relevant online data without the need of cumbersome searching for the relevant data and without elaborate technical and organisational bilateral coordination between data providers and data users being required. The data exchange is performed via standardised interfaces. As a result, the business processes of all involved should be simplified and the potential of existing data sources exploited.
- (2) In order to ensure a fair and secure exchange of data and flow of information via the MDM, the following General Terms and Conditions / Conditions of Use apply to the use of the MDM.

## **§ 1 Service Description**

- (1) The MDM has the function of a data distributor and as such promotes the online data flow of soft real-time data according to the "Publish-Subscribe" pattern. The MDM does not perform any specific technical functions, but merely serves as a "communication aid" for data providers and data users. No persistence, filtering or conversion of data takes place. The data are buffered on the MDM in the latest version provided by the data provider; when retrieved by the data user, they are passed on, unchanged in content and structure.
- (2) The MDM offers its users an interactive website for offering, researching and subscribing to data. This so-called meta data directory describes which data can be accessed via the MDM.
- (3) Against this background, the operator of the MDM is not a contractual partner in the data licensing contracts which are exclusively concluded

between the data provider and the data recipients (users). The fulfilment of these contracts also takes place exclusively between the users.

## **§ 2 Subject Matter and Scope of the Conditions of Use Agreement**

- (1) The operator provides users with the functionalities of the MDM, for now, until the end of 2019 at no charge.
- (2) Entitlement to the use of the MDM and its functions is limited merely to the framework of the current state of the art. In its current design, the MDM supports two different types of data formats for the exchange of traffic data. On the one hand, formats and interface specifications according to the DATEX II standard, version 2.0 are offered. On the other hand, the MDM offers an XML-based generic exchange format (so-called container model). Within the container any formats can be embedded.
- (3) The functionality of the MDM shall be restricted in parts, if this becomes necessary with regard to capacity limits, security or integrity of the server or if technical measures (maintenance) need to be carried out. See §3 of these Conditions of Use for detailed information.
- (4) The use of the MDM is only permitted for the purpose of exchange of traffic-relevant data in the field of individual traffic whereby the provision, sale or purchase of these data may not contravene any statutory regulations. Using the MDM for the exchange of data other than those described is not permitted.

## **§ 3 Rights and Obligations of the Operator**

- (1) The Operator has taken technical and organisational measures in order to provide the functionalities of the MDM to users within the framework of the agreed Service Level. The current versions of the Service Levels are described in Appendix 1 of this Conditions of Use Agreement and apply in the version published by the Operator.

The Operator does not warrant that the MDM website or the hosting servers are free from malware, software errors or similar defects.

- (2) The Operator endeavours to ensure that the content of the website (meta data directory) is correct and up to date. However, no guarantee can be accepted for the reliability, accuracy or completeness of the information.
- (3) The Operator shall only be liable for damages, if and insofar, intent or gross negligence on its part or on part of its legal representatives or executive staff or any other agent is proven.

In particular liability for

- the availability and the error-free transmission of the data via the interfaces,
  - the replacement of indirect damages, in particular for loss of profits,
- exists only in the event of intention or gross negligence by legal representatives, executive staff or any other agents of the Operator.

- (4) The above mentioned liability exclusions and limitations do not apply to damage from injury to life, limb or health and in the event of compulsory statutory regulations.
- (5) In the event that an unforeseen system outage impairs the offering, searching and subscription of data, the Operator shall endeavour to solve any errors within the framework of standard working hours and capacity, in order to ensure the use of all features as soon as possible. Furthermore, the Operator shall publish relevant information.
- (6) In addition to unforeseen system outages, scheduled and announced maintenance time shall occur in which certain features of the MDM will not be available. This regular maintenance time is excluded from any liability of the Operator.
- (7) In order to use the features of the MDM, the User must complete a registration process on the platform, in which organisational and personal data are collected. The user of the platform consents to the storage of these data for the platform's operational purposes. The data privacy statement applies.
- (8) The Operator is entitled to prohibit, temporarily or permanently, the use of the MDM, and to technically prevent the User from using the MDM, in case of serious violations of the Conditions of Use of the MDM by the User.

## **§ 4 Rights and Obligations of the Users**

- (1) The Users undertake to comply with the applicable laws when using the features of the MDM. It is the User's responsibility to ensure that the offered or provided data content are lawful and do not violate any rights of third-parties.
- (2) The User agrees to the listed Service Levels of the MDM in Appendix 1.
- (3) The data provider shall ensure, within the framework of its possibilities, the quality and accuracy of the data, in particular with regard to semantics and syntax.
- (4) The data user undertakes to comply with the agreed download frequencies for data delivery processes initiated by it, and to generally only download the data once in the agreed interval. Furthermore, the data user shall only subscribe once to a respective information offer.
- (5) In case the data provider wants to interrupt its data delivery (e.g. for maintenance purposes in its own infrastructure), it shall announce this interruption to its subscribers using the mechanisms available in the MDM, and generally only interrupt the data delivery after receiving consent from all subscribers.
- (6) The User shall securely store the provided access keys for persons and machines, and protect these from unauthorised access by third-parties. If keys or certificates are no longer required, the User shall promptly notify the Operator about this for blocking purposes.
- (7) The User shall ensure, within the framework of its technical possibilities, that the data it uploads to the platform does not contain any malware.
- (8) The User shall not use the provided communication services for the dissemination or retrieval of illegal or immoral information.

## **§ 5 Copyright**

- (1) The contents of the MDM web pages are protected by copyright. The storage, reproduction and dissemination of text (all or part), images or

graphics of this website is not permitted. This is permitted only if this is required for the normal use.

- (2) Any other type of use, processing, copying, dissemination and/or public reproduction, in particular the prohibited application into an internet or intranet offer, is in excess of the normal use and constitutes a violation of the copyright.
- (3) All rights reserved.
- (4) All other trademarks, product and company names or logos on the MDM web pages are the sole property of the respective owners.

## **§ 6 Changes to the Terms of Use**

The Operator reserves the right to amend these Terms of Use at any time. Express reference to a change in the Terms of Use will be effected.

## Appendix 1: MDM Service Level

This Appendix describes the defined Service Level Agreements applicable to the technical operator of the Mobility Data Marketplace (MDM) in real-time operation from the beginning of 2014. These represent the framework for the operating performance of the market place which the operator has intended for the use of the MDM services from the user's perspective.

### Availability and parameters of the MDM production environment

Object	Description	
Operating time of the services	Period in which the MDM platform services are to be provided. This time is restricted by approved maintenance periods.	24x7
Maintenance window	Periods in which the technical operator of the MDM may carry out maintenance work. In these periods the MDM platform does not have to be available, or only to a limited extent.	Daily from 11 pm to 3 am for a duration of 30 minutes
Number of maintenance windows	Maximum number of maintenance windows per month.	5
Availability of the Broker Service	This availability describes the time ratio in which the Broker Service is functional compared to the overall agreed monthly average of the operational time.	99.6%
Availability of the Information Service (meta data directory web interface)	This availability describes the time ratio in which the web interface is functional compared to the overall agreed monthly average of the operational time.	98%
Number of down-times of the Broker Service	Max. number of down-times of the Broker Service in the agreed operational time, per month.	10
Duration of outages of the Broker Service	Maximum period, in minutes, in which the Broker is not available.	30 minutes
Throughput time of the Broker Service	The throughput time describes the time lag between the end of the arrival of the data package and the begin of the delivery of the data package using the Push on Occurrence method.	< 10 seconds for 99% of packages

## Service Level

Object	Description	
User/ operational support	Times in which contact persons (service desk) are available to the MDM users for all aspects of the technical MDM operation.	Monday to Friday 8 am to 5 pm (not including German national holidays)
Response time	Average and maximum amount of time from the receipt of an incident, within the service hours, to the start of processing (monthly average).	15 minutes (avg.) 30 minutes (max.)
Call acceptance time	Average and maximum amount of time until a call is answered. This period is measured from the free dial tone of the caller up to the personal answering of the call by a qualified Service Desk employee (monthly average).	60 seconds (avg.) 120 seconds (max.)