

Data Confidentiality and Usage Agreement

Managed by: Abaka AI

Used by: _____

To standardize data usage, ensure data application security, and prevent data leakage, both parties, through equal consultation, agree voluntarily to sign this **Data Confidentiality and Usage Agreement** (hereinafter referred to as "this Agreement") and jointly abide by the terms listed in this Agreement. This Agreement constitutes data usage guidelines for all data publishing platforms ("this Platform") and dataset ("OmniHD-Scenes") users.

Before using this Platform and this dataset, please be sure to carefully read this Agreement.

This Agreement is a **Data Usage Agreement** signed between this Platform and this dataset and the user and is legally binding on both parties.

1、Data Usage Guidelines

To foster a data set usage environment where users and the platform grow together, achieving mutual benefit and win-win results, users must comply with the following requirements when using this platform and its data sets:

Users shall not use this platform or the data sets released on this platform to engage in any activities that violate laws, regulations, and administrative norms; endanger or potentially endanger national security, social order, or public interests; infringe upon the legitimate rights and interests of others; or engage in any behaviors that affect or may affect network and information security and the image of the government.

Users must clearly indicate the source of the data in a prominent position in all forms of results (including but not limited to papers, patents, presentations, discussions, etc.) produced using this platform and its data sets.

Without prior written authorization from the platform and data set owner, except for data clearly marked as downloadable and usable, users shall not, in any direct or indirect way, take screenshots, save, copy, download, or scrape other content from this data set. Users shall not, in any direct or indirect way, tamper with, disclose, release, promote, disseminate, or transmit such data.

Users shall not use technical means to attack or crack this data publishing platform.

The data obtained by users from this platform is limited to the user's own use and shall not be transferred, authorized, licensed, or allowed to be used by any third party in any form.

Users shall ensure the legality of the data they upload to this platform and the act of uploading such data, ensuring that it does not endanger national security, social order, or public interests; infringe upon the legitimate rights and interests of others; affect network security and information security; or have an adverse impact on this platform.

To fulfill this agreement, users shall possess the necessary rights or have obtained appropriate approvals and authorizations for the data they upload, including but not limited to ownership, usage rights, or intellectual property rights of the data, or governmental approvals, as well as third-party authorizations.

Users shall comply with the laws and regulations applicable to them regarding data usage, protection, and confidentiality, or other relevant regulations applicable to this platform and data usage.

In addition to this agreement, regarding the acquisition and use of data from this platform, users shall also comply with any amendments and supplements to this agreement, as well as other agreements, standards, policies, or statements applicable to this platform and the user. This includes but is not limited to any other applicable standards, policies, or statements announced by this platform. Violation of the aforementioned agreements, standards, policies, or statements shall be deemed a violation of this agreement.

2、 The Power of Open Data Platforms

Tongji University, Abaka AI, and the CAV Testing Center (Hunan) of China Automotive Innovation Corporation Limited (hereinafter referred to as "CAV Testing Center (Hunan)") have the right to inspect the user's usage of the data on this platform, the management of data storage devices, and the management of data confidentiality, etc. The user shall cooperate with the inspection and provide all necessary assistance and support.

If the user utilizes the data on this platform for activities unrelated to research purposes, or if there is a leak or potential leak of the data on this platform, Tongji University, Abaka AI, and CAV Testing Center (Hunan) have the right to require the user to immediately suspend or terminate the user's access to this platform, to require the user to cease using and delete the data obtained from this platform, including ceasing the use and deleting any derivatives generated from such data, and reserve the right to pursue the user's relevant legal liabilities.

To adapt to the continuously developing autonomous driving technology, the platform will periodically revise or supplement this agreement and other agreements, standards, policies, or statements applicable between this platform and users. The revised or supplemented agreements, standards, policies, or statements will be published on this platform and notified to users in an appropriate manner. In such cases, if the user continues to use this platform, it shall be deemed that the user acknowledges and agrees to be bound by the revised or supplemented text.

The platform owner may independently authorize a third party to exercise its rights under this agreement.

3、 Legal responsibility

Should the user violate any provision under this Agreement, including any amendments and supplements to other agreements, standards, policies, or statements, etc., resulting in any intellectual property infringement, data breach, or other events infringing upon the rights and interests of the Data and Platform Owner or a third party, the user shall bear all legal liabilities associated therewith and shall compensate the Data and Platform Owner for all losses incurred as a result.

If, during the user's use of this platform, the user violates any relevant provisions of applicable laws and regulations due to their own reasons, the user shall bear the corresponding legal liabilities. If the aforementioned violation of laws and regulations results in any loss to the Data and Platform Owner, the user shall bear and compensate the Data and Platform Owner for such losses.

If the user violates any provision under this Agreement, including any amendments and supplements to other agreements, standards, policies, or statements, etc., Tongji University, Abaka AI, and China

Automotive Innovation Corp. Intelligent Connected Vehicle Testing Center (Hunan) have the right to immediately suspend or terminate the user's access to this platform, have the right to require the user to cease using and delete the data obtained from this platform, including ceasing the use and deletion of any derivative works generated using such data, and reserve the right to pursue the user's relevant legal liabilities.

4、 Applicable Law and Dispute Resolution

The formation, effectiveness, interpretation, performance, and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.

Any dispute arising out of or in connection with the interpretation, performance, or breach of any provision of this Agreement shall be resolved by the parties through amicable negotiation. If such negotiation fails to reach a resolution within thirty (30) days after its commencement, either party may submit the dispute to the People's Court with jurisdiction in its locality for resolution through litigation.

5、 Others

The platform and data owners retain the ultimate right of interpretation of this Agreement, and will, adhering to the principle of fairness, strive to achieve mutual benefit and win-win outcomes with users and other partners, building a healthy and orderly autonomous driving open-source ecosystem.

User Signature : _____

Organization Stamp : _____

Date of Signature : _____