

Terms of Use and Services Laboratory Exercise*

Purpose:

A common complaint from users of the products that our field produces concerns the Terms of Use (or Services) and the End User License Agreements. Most users (computer science majors included) skip past the legal language and agree to pages and pages of requirements without knowledge of what was agreed to. Even if the agreement is read carefully, terms and phrases with significant meaning are often hidden and buried deep in the text. This lab will have you analyze a number of these agreements and evaluate their effectiveness, and their sneakiness.

Procedure:

Part 1: SECOE vs. EULA

As in previous lab exercises, list the provisions in the Code of Ethics that would pertain to the issue of complex and perhaps dishonest license agreements.

Part 2: Research

1. Read the article found here:
<http://news.com.com/2009-1023-885144.html>
2. Answer the following, as a group:
 - What problems do tricky EULA's present?
 - Have you ever experienced an agreement that had you agree to more than you had planned or intended?
 - The above article was written in 2002. Has the problem increased or decreased since? Why? Will the problem become better or worse in the next few years?

Part 3: Choose your poison

Go to www.gripewiki.com (a site maintained by Ed Foster, columnist for Infoworld and collector of problematic EULA's and TOS's). From the list found in the EULA Library, choose a single agreement for the group. Each group must choose a different agreement, so they will be administered in a first-come, first-served basis. Report your chosen agreement to Dr. Turner.

First, determine if you have the most recent version of the agreement. Then, address the following questions for your chosen agreement:

- If this is software you own, where is the license available? (Only on the box? On line? On startup?) Otherwise, where did you find it?
- How long does it last? What notice do you get if it changes?

* - portions of this lab modified from material written by Dr. Chuck Dana

- Are there any "sneaky terms" that are surprising and buried in the agreement? How about "censorship clauses"?
- Are other documents included in the text by reference? If so, how extensive are they?
- Are there privacy issues?
- What is good/reasonable about the license? What is bad/unreasonable about it?

Part 4: Analyze the agreement, Analyze the tool

Go to <http://www.javacoolsoftware.com/eulalyzer.html> and download the free version of Javacool's EULalyzer. Run the program against the EULA that you chose for Part 3, and then answer the following:

1. What was EULalyzer's determination of the agreement that you ran through it? Does this match up with your own assessment?
2. Choose another EULA, either from the above website, or from any other source. List the product that you chose, and what the EULalyzer tool found in it.
3. Describe the effectiveness of this tool. Is it a useful means of discovering tricky areas in these software-based legal agreements, or is there a better way?

Note: if you are looking for a Senior Project, consider how you might implement a tool to do what the EULalyzer claims to do, but better. Dr. Turner is serious about helping a student to deal with the legal terms to create such a tool.

Part 5: Deliverables

1. SECOE provisions applicable to this lab
2. Answers to research questions in Part 2
3. Analysis of EULA chosen in Part 3
4. Analysis of EULalyzer as described in Part 4
5. Paragraph response to following question:
As programmers, and not lawyers, what responsibilities do we have to address this problem? What can we do to help, or should we be doing anything at all?
6. Optional - Rewrite some provision of the EULA in "plain, fair language" so that a common user would understand it.