END USER LICENSE AGREEMENT

("this Agreement")

This Agreement is entered into between:

- a. ETH Zurich (UID number CHE-115.203.630), a university organised under Swiss public law, having its registered office at Rämistrasse 101, 8092 Zurich, Switzerland ("ETH"); and
- b. The individual who has been granted a license under this Agreement (the "Licensee").

It is hereby agreed:

ETH has developed a collection of street-level images or sequences of images formatted for the purpose of research in the field of computer vision and machine learning (the "Dataset"). ETH is willing to license to Licensee the use of this Dataset ("License") provided the Dataset is obtained directly from ETH, and provided Licensee accepts all terms and conditions contained in this License. The term "you" and "your" means the Licensee using the Dataset.

1. Research Use License Grant

- 1.1 The Dataset is made freely available to academic and non-academic entities for non-commercial purposes only (such as academic research, teaching, scientific publications, or personal experimentation) (the "Research Purpose").
- 1.2 Subject to and conditional upon your compliance with the obligations included in this Agreement, ETH grants to you a worldwide, royalty-free, non-sublicensable, non-transferable, and non-exclusive copyright license, solely in furtherance of your Research Purpose, to download, reproduce and use the Dataset.

2. License Permission

Permission to use the Dataset is granted to you under the following conditions:

- 2.1 The Dataset comes "AS IS", without express or implied warranty. Although every effort has been made to ensure accuracy, ETH does not accept any responsibility for errors or omissions.
- 2.2 You agree to include a reference to the Dataset in any work that makes use of the Dataset. For research papers, you shall cite the relevant publications as listed on the Dataset website¹; for other media, you shall cite the relevant publications as listed on this website or include a link to this website.
- 2.3 You agree not to share or distribute the Dataset or modified versions of it. It is permissible to distribute derivative works in as far as they are abstract representations of the Dataset (such as models trained on it or additional annotations that do not directly include any of our data) and they do not allow to recover the dataset or something similar in character.
- 2.4 You shall not use the Dataset or any derivative work for commercial purposes as, for example, licensing or selling the data, or using the Dataset with a purpose to procure a commercial gain.

¹ https://acdc.vision.ee.ethz.ch/citation

- 2.5 You expressly may not use the Dataset or any derivative work thereof for any military purposes or applications or pursue any other non-civil, non-ethical, immoral, or other use that wilfully endangers life or property.
- 2.6 All rights not expressly granted to you are reserved by ETH.

3. Export Control

The Licensee shall strictly comply with all applicable export control laws and regulations in force that may apply to this license agreement. Export control includes national and international laws and regulations, such as but not limited to U.S. Export Administration Regulations, which impose arms embargoes and control the export of goods, technology, or software for the development, production or use of military, paramilitary, and security equipment and dual-use items that are designed for civil use but which can be used for military purposes ("Export Control Regulations").

4. Liability

- 4.1 ETH will not be held liable for any direct, indirect, incidental, special, consequential or exemplary damages, or cost of procurement of substitute services, or damages for loss of revenue, profits, goodwill, use, data or other intangible losses (even if ETH has been advised of the possibility of such damages), resulting from the use of or inability to use the Dataset or the exercise of the licensed rights granted hereunder.
- 4.2 Any use of the License in a manner not expressly authorized by this Agreement or in breach of this Agreement constitutes an infringement, entitling ETH to exercise all rights and remedies available under the applicable laws as defined in section 6 of this Agreement.
- 4.3 The Licensee shall indemnify ETH in respect of all costs, claims, losses, expenses or damage arising as a result of the Licensee failing to comply with their obligations under this Agreement.

5. Assignment

The License shall not be assigned or transferred, nor its rights or obligations, by Licensee without the prior and express written consent of ETH. Any assignment made in violation of this section will be void. ETH may freely assign this License without the necessity for consent.

6. Governing Law

This Agreement will be governed by and construed under the laws of Switzerland. Any disputes arising from this Agreement or its enforceability shall be tried to be amicably settled by the parties at first. If the parties cannot find an agreement, place of jurisdiction shall be Zurich, Switzerland.