

EULA (End User License Agreement)

By signing this document, the users, they who will make use of the released part of the EmoPain dataset (motion capture features, video features, processed electromyography data, labels), agree to the following terms:

1. Commercial use

The user may only use the dataset for academic research. The user may not use the dataset for any commercial purposes. Commercial purposes include, but are not limited to:

- training or proving the efficiency of commercial systems,
- using screenshots/plots of data from the dataset in advertisements,
- selling data from the dataset,
- creating military applications
- developing governmental systems used in public spaces

2. Responsibility

This document must be signed by a person with a permanent position at an academic institute (the signee). Up to five other users affiliated with the same institute for whom the signee is responsible may be named at the end of this document which will allow them to work with this dataset.

3. Distribution

The user may not distribute the dataset or portions thereof in any way, with the exception of using small portions of data for the exclusive purpose of clarifying academic publications or presentations.

4. Access

The user may only use the dataset after this End User License Agreement (EULA) has been signed and returned to the provider. The signed EULA should be returned in digital format by email to:

EmoPain Challenge 2020 Chairs

Emails: emopain2020@gmail.com

Subject of the email: EULA for EmoPain Challenge 2020

Upon receipt of the EULA, access will be given to the dataset. The user may not transfer/share this access to the dataset to/with anyone. The user may not grant anyone access to the dataset by giving out their user name and password if any was provided

5. Publications

Publications include not only papers, but also presentations for conferences or educational purposes. The user may use motion capture or EMG recordings from the dataset in publications.

All documents, presentations and papers that report on research that uses the EmoPain Dataset should acknowledge this by citing the following papers:

MSH Aung, S Kaltwang, B Romera-paredes, B Martinez, M Cella, M Valstar, H Meng, A, Kemp, M Shafizadeh, C Elkins, N Kanakam, A De Rothschild, N Tyler, PJ Watson, AC De C Williams, M Pantic, and N Bianchi-Berthouze. 2016. "The Automatic Detection of Chronic Pain- Related Expression: Requirements, Challenges and A Multimodal Dataset." *IEEE Transactions on Affective Computing* 7(4), 1–18.

6. Changes

The EmoPain Dataset administrators reserve the right to change this EULA at any time; users will be informed about changes beforehand and given the choice to opt out of the new EULA. Opting out will render the previous EULA void (and thus the user will lose their right to use the dataset).

7. Warranty

The dataset comes without any warranty, the EmoPain Dataset administrators cannot be held accountable for any damage (physical, financial or otherwise) caused by the use of the dataset.

8. Misuse

If at any point, the administrators of EmoPain dataset and/or the provider have a reasonable doubt that the user does not act in accordance to this EULA, he/ she will be notified of this and will immediately be declined further use of and access to the dataset.

Signee:

Name

Date

Signature

Affiliation: _____

Position: _____

Address: _____

Email: _____

Telephone Number: _____

Additional Users from the same institution:

Additional Researcher1 _____

Additional Researcher2 _____

Additional Researcher3 _____

Additional Researcher4 _____

Additional Researcher5 _____