Release Agreement

Last updated: Mar 17, 2021

● SUMMARY：

Under the following Agreement, Mepro grants You the right to use the RGB-D-D dataset, The Agreement provides that:

1. The data provided by Mepro is for non-commercial academic use only.
2. You must cite the specified Paper, with any material You publish that contains the data or any information derived from the data. And you should to blur the faces from the RGB-D-D dataset in your publications.
3. You are prohibited from attempting to identify the address and humans in the dataset.
4. You are prohibited from using the data to engage in any form of illegal act.
5. Mepro provides the data to You as is. Mepro will have no liability for Your use of the data, and You will indemnify Mepro for such use.

● AGREEMENT:

This Release Agreement ("**Agreement**") is between the center of Digital Media Information Processing, Beijing Jiaotong University ("**Mepro**") and you or the entity that you represent (collectively, "**You**"), and governs Your use of the RGB-D-D dataset. If You represent an entity, You represent and warrant that You are fully authorized to enter into this Agreement on behalf of such entity. Any material You publish that contains the data or any information derived from the RGB-D-D dataset must cite our paper("**Paper**"):

Lingzhi He, Hongguang Zhu, Feng Li, Huihui Bai, Runmin Cong, Chunjie Zhang, Chunyu Lin, Meiqin Liu, Yao Zhao. "Towards fast and accurate real-world depth super-resolution benchmark dataset and baseline", In Proceedings of the IEEE Conference on Computer Vision and Pattern Recognition, 2021

Please read the terms of this Agreement carefully. By using the RGB-D-D dataset, You signify your agreement to all terms, conditions, and notices contained or referenced in this Agreement and you agree that this Agreement is enforceable like any written contract signed by You. If You do not agree to the foregoing and such terms, conditions and/or notices, You do not have the right to use the RGB-D-D dataset.

Mepro reserves the right to revise any portion of this Agreement in its sole discretion at any time and without prior notice to You by updating this posting, such changes to be effective prospectively. Thus, You should check the Release Agreement periodically for changes. If You disagree with any changes to this Agreement, Your sole remedy is to discontinue Your use of the RGB-D-D Dataset. Your continued use of the RGB-D-D Dataset after a change has been posted constitutes Your acceptance of the change thereafter.

1 Access. During the term of this Agreement, a copy of RGB-D-D dataset will make available to You, by download or in another manner determined by Mepro. The data included in the RGB-D-D Dataset provided to You will be selected by Mepro in its sole discretion. Mepro will have no obligation to provide extra data for specific models requested by You. Mepro cannot guarantee

continued access to the datasets, nor that Mepro's service will not be interrupted from time to time.

2 License. Subject to the terms and conditions of this Agreement, Mepro hereby grants You a limited, revocable, royalty-free, non-exclusive license: (a) to use the RGB-D-D Dataset for non-commercial academic purposes only. (b) All of the RGB-D-D Dataset are copyright by Mepro. Mepro has no obligation to provide any development support to You under this Agreement.

3 Proprietary Rights. RGB-D-D and its licensors owns all right, title and interest (including all associated intellectual property rights) in and to the RGB-D-D Property. Except for the limited license granted in Section 2, Mepro reserves all rights in the RGB-D-D Property.

4 Restrictions

a) For the avoidance of doubt, except as otherwise specifically agreed by Mepro in writing (email sufficient), You shall not: (i) use or distribute the RGB-D-D Dataset for any non-academic purpose; (ii) create, use or distribute any RGB-D-D Dataset Derived Information for any non-academic purpose; (iii) alter, remove or destroy any attribution, proprietary markings (e.g., copyright and trademark markings) or confidential legends placed upon or contained within the RGB-D-D Dataset; (iv) attempt to determine or extract the address, owner, or identity of any locations included in the RGB-D-D Dataset, or any other personal information that may be included in or with the RGB-D-D Dataset; (v) decompile, disassemble, decrypt, extract, reverse engineer, extract or otherwise attempt to derive the source code of any software underlying the RGB-D-D Dataset; (vi) For the avoidance of doubt, the restriction in subsections (i) and (ii) above shall not apply to any distribution of the RGB-D-D Dataset or RGB-D-D Dataset Derived Information to Mepro, or Mepro's use thereof.

b) As a condition of receiving the RGB-D-D Dataset, You agree to provide to Mepro Your name, email address and academic institution, and You consent to Mepro's collection and use of such personal information for Mepro's internal and outreach purposes. Besides, you promise you will protect the private information of volunteers in dataset, and blur these faces from RGB-D-D dataset in your publications.

5 Termination. The term of this Agreement and the license granted herein continues until this Agreement is terminated by either party; provided, however, that the license is perpetual with respect to any portion of the RGB-D-D Dataset or any RGB-D-D Dataset Derived Information to the extent contained in material that You published prior to the date of termination of this Agreement. You may terminate this Agreement at any time by discontinuing use of, and deleting all copies of, the RGB-D-D Dataset and any RGB-D-D Dataset Derived Information. This Agreement terminates automatically if You fail to comply with any of the terms of this Agreement. Upon any termination of this Agreement, You must cease use of the RGB-D-D Dataset and any RGB-D-D Dataset Derived Information and destroy all copies of the foregoing.

6 Disclaimer. The RGB-D-D dataset is provided "as is." Mepro makes no warranty of any kind, either express or implied, and expressly disclaims, on behalf of itself and its licensors, any warranty of merchantability, fitness for a particular purpose or non-infringement. Without limiting The foregoing, Mepro makes no warranty that the RGB-D-D Dataset will be error-free or other failures or that the RGB-D-D dataset will meet your requirements.

7 Indemnification. Mepro shall not be obligated to indemnify, defend or hold You harmless with respect to any third-party claims arising out or relating to the RGB-D-D Dataset, including without limitation any claims for intellectual property infringement. Nothing in this Agreement shall

be deemed an admission that any such claims may arise. You, at Your own expense, will indemnify, defend and hold harmless Mepro, its organizational affiliates and their respective officers, directors, employees, representatives and agents (each a "Mepro Indemnitee") from and against any claim, demand, action, class action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) arising therefrom (each a "Claim"), brought by any third party against a Mepro Indemnitee to the extent that such Claim is based on, or arises out of: (a) a breach, or potential breach, of any of Your obligations under this Agreement; (b) Your use of the RGB-D-D Dataset, including Your use of any RGB-D-D Dataset Derived Data that You may create.

8 Limitation of Liability. To the maximum extent permitted by law: (a) in no event will Mepro, its affiliates or licensors be liable, under any contract, negligence, strict liability or other legal or equitable theory for any indirect, special, incidental, consequential, punitive or exemplary damages. And these limitations shall apply notwithstanding any failure of essential purpose of any remedy. You acknowledge and agree that the foregoing limitations of liability are essential elements of the Agreement. Besides, The Mepro has the right to bring an action for the loss caused by Your unilateral breach of the agreement

The Mepro reserves all the right for the final explanation.

Before we are able to offer you access to the database, please agree to the aforementioned terms of use.

Requseter's name:_____

Requseter's email: _____

Affiliation: _____

Mailing Address: _____

Tel: _____

Requseter's signature: _____Date: _____