Terms of Use BRIO-TA (BRIO Toy Assembly Dataset)

By signing this document, the user ("User"), intended as who will make use of the BRIO-TA dataset that consists of video files and annotation files regarding such video files ("Licensed Material"), accepts and agrees to be bound by the terms and conditions of this License Agreement ("LA"). The User is granted the rights described below in consideration of the User's acceptance of these terms and conditions, and NEC Corporation ("Licensor") grants the User such rights in consideration of benefits that the Licensor receives from making the Licensed Material available under these terms and conditions.

1. Access

The User may only use the Licensed Material after this LA has been signed by the User's group leader or professor (who has been duly authorized to sign this document in the data requiring institution specified below), and approved in writing (including email) by the Licensor. The user must send a scanned copy of the signed and dated LA by email, in PDF format to: vbu-support@vir.jp.nec.com, and if a student is sending the email, the email should be copied to the group leader or professor who signed the LA. With the group leader or professor signing the LA ("Signer"), the Licensor agrees that all students and researchers that reported to the Signer are eligible of using the Licensed Material.

2. License

Subject to the terms and conditions of this LA, the Licensor hereby grants the User a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the rights in the Licensed Material to:

- A. reproduce the Licensed Material, in whole or in part, for Non-Commercial Purposes only; and B. produce, and reproduce derivatives of the Licensed Materials for Non-Commercial Purposes only. "Non-Commercial Purposes" used herein means technical evaluation purposes for scientific research conducted in the User's institution specified below which are not intended for or directed towards commercial advantage or monetary compensation. Prohibited commercial purposes include, but are not limited to:
- proving the efficiency of commercial systems,
- testing commercial systems,
- using screenshots of subjects from the Licensed Material in advertisements,
- selling data from the Licensed Material,
- broadcasting data from the Licensed Material.

For clarity, moral rights, such as the right of integrity, are not licensed under this LA, nor are publicity, privacy, and/or other similar personality rights; provided however, to the extent possible, the Licensor agrees not to assert any such rights held by the Licensor and/or ensure third party holder of such rights not to do so to the limited extent necessary to allow the User to exercise the rights granted hereunder. Patent and trademark rights are not licensed under this LA.

3. No Distribution, etc.

The User may not share, distribute or broadcast any part of the Licensed Material in any form except in accordance with Section 4, Publications. Also, the User may not generate a new sequence of <u>image</u> data from the Licensed Material except as necessary for the Non-Commercial Purposes.

4. Publications

Small portions (i.e. sample images) of the Licensed Material may be used in academic publications and presentations (e.g. research papers, presentations for conferences or educational purposes) by strictly abiding all of the following conditions:

- The User may use small portions (i.e. sample images) showing with necessity;
- The User may only use the least amount of images for the User's need;
- The User may not link the used image with any possible trait of personal information (e.g., city, university, etc.);
- The User must <u>cite the Licensed Material by using certain BibTeX entry to be specified by the Licensor in the following website:</u> https://github.com/Tarmo-moriwaki/BRIO-TA_sample
- <u>The User must</u> retain the attribution <u>of the Licensed Material</u> in such academic publications and presentations as specified by the Licensor, and if requested by the Licensor, the User must remove any of such attribution to the extent reasonably practicable.

5. Disclaimer and Limitation of Liability

UNLESS OTHERWISE SEPARATELY UNDERTAKEN BY THE LICENSOR, TO THE EXTENT POSSIBLE, THE LICENSOR OFFERS THE LICENSED MATERIAL AS-IS AND AS-AVAILABLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE LICENSED MATERIAL, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT KNOWN OR DISCOVERABLE.

TO THE EXTENT POSSIBLE, IN NO EVENT WILL THE LICENSOR BE LIABLE TO THE USER ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF THIS LA OR USE OF THE LICENSED MATERIAL, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES.

WHERE A DISCLAIMER OF WARRANTIES OR A LIMITATION OF LIABILITY IS NOT ALLOWED IN FULL OR IN PART, THIS LIMITATION MAY NOT APPLY TO THE USER.

6. Term and Termination

This LA shall commence on the date of the Licensor's approval as provided to the User by email and shall continue for [1]5 year from that date; provided that (i) the Licensor or the User may give written notice to the other party to earlier terminate this LA, not later than [60 days] before the date of termination, and (ii) the Licensor may immediately terminate this LA in the event of any breach of this LA by the User without prior notice at the Licensor's sole discretion. Upon termination, the User shall as soon as reasonably practicable return, delete or destroy (as directed in writing (including email) by the Licensor) all data, information and other materials in the Licensed Material provided to the User under this LA.

7. Miscellaneous

This LA constitutes the entire agreement among the Licensor and the User with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the

parties hereto with respect to the subject matter hereof. Neither this LA nor any of the User's rights and obligations hereunder shall be assignable by the User without the prior written consent of the Licensor. The headings of the sections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections. Nothing in this LA constitutes or may be construed as permission to assert or imply that the User is, or that the User's use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor. This LA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Japan. Each party irrevocably agrees that the District Court of Tokyo, Japan shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this LA or its subject matter or formation (including non-contractual disputes or claims).

If the Signer reads and agrees with this LA, please sign here:

Name	Title
Affiliation (institute, University, etc.)	
Work email (at the Signer's affiliation)	
Detail address	
Signature	Date