

## **Terms of Use**

FLIR Systems, Inc. (together with its affiliates and subsidiaries, “FLIR,” “we,” “us,” or “our”) is making available this machine learning thermal and visible image dataset (the “Image Data”) for Advanced Driver Assistance Systems (“ADAS”) and self-driving vehicle researchers, developers, auto manufacturers, and others as approved by FLIR. The Image Data feature a compilation of more than 10,000 annotated thermal Image Data of people, cars, other vehicles, bicycles and dogs in day and nighttime scenarios, and can be used by developers and others as part of their efforts to test and evolve convolutional neural networks (“CNN”) while using the FLIR Automotive Development Kit (“ADK™”).

By downloading and/or using the Image Data, you, the entity you represent and all third parties obtaining access to the Image Data through you (collectively, “you”), acknowledge FLIR’s complete ownership rights in the Image Data and agree to access and use the Image Data only in accordance with these Terms of Use, including the terms of the FLIR ADAS Image License Agreement (the “License”) and FLIR’s Privacy Policy described in the License. If you do not agree to the Terms of Use including the License, do not download the Image Data.

THE IMAGE DATA, INCLUDING THE ANNOTATIONS CONTAINED THEREON, ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE". YOUR USE OF THE IMAGE DATA, INCLUDING THE ANNOTATIONS THEREON, IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE IMAGE DATA OR ANNOTATIONS TO THE IMAGE DATA WILL BE ERROR-FREE. SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTIES THAT THE IMAGE DATA ARE ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT FLIR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR GOODWILL OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE IMAGE DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **FLIR ADAS Image License Agreement**

*(Last modified July 26, 2018)*

This FLIR ADAS Image License Agreement (this “Agreement”) is an agreement between FLIR Systems, Inc. (together with its affiliates and subsidiaries, officers, directors, employees, contractors, agents, partners, licensors and distributors, “FLIR,” “we,” “us,” or “our”) and you or the entity you represent (“you”). This Agreement is a legal agreement between you and FLIR. Please read it.

The FLIR owned machine learning thermal and visible image dataset (the “Image Data”) for Advanced Driver Assistance Systems (“ADAS”) are or will be installed on your device. By installing or using the Image Data, you accept this Agreement, including the Terms of Use. If you do not accept the terms of this Agreement, do not download, use, or modify the Image Data. You can withdraw your consent to the terms of this Agreement by not using the Image Data and permanently deleting/removing the Image Data files from all electronic medium in your possession. This Agreement applies to the Image Data and your use of the Image Data. If you comply with the terms of this Agreement, you have the rights described below.

Please see Section 9 for definitions of certain capitalized terms used in this Agreement.

### **1. License and Restrictions**

**1.1 License.** As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Image Data. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Image Data in the field of neural network development for automotive and other atonymous vehicle applications, and for general non-commerical educational and research purposes. Except as provided in this Section 1, you obtain no rights under this Agreement from us or our licensors to the Image Data, including the right to reproduce, redistribute or make derivative works of the Image Data.

**1.2 License Restrictions.** You may not use the Image Data in any manner or for any purpose other than as expressly permitted by this Agreement. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Image Data you have used.

**1.3 Your Responsibilities.** You may access and use the Image Data in accordance with this Agreement. You are solely responsible for any and all use of the Image Data by you, including the annotations contained thereon, regardless of whether the activities are undertaken directly by you or by your employees or third parties getting access to the Image Data through you (including your contractors or agents). You will notify us immediately if you become aware of, or suspect, any security breach of your obligations under this Agreement. For example, you are solely responsible for:

- (a) Adhering to all laws, rules, and regulations applicable to your use of the Image Data, and adhering to the terms of the Agreement and the Policies;
- (b) Any claims relating to Your Content (as defined below); and

(c) Immediately ceasing use of and destroy all copies of any Image Data that are considered personal data within the meeting of the data privacy laws of any country.

1.4 IP Rights in the Image Data. By accepting this Agreement, you acknowledge that FLIR is the owner of all intellectual property rights in the Image Data, including, but not limited to all copyrights, data rights, and trademarks.

## **2. Term; Termination**

**2.1. Term.** The Term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 2.2.

**2.2 Termination.** We may terminate this Agreement for cause immediately upon notice to you (i) for cause for your breach of the terms of this Agreement, or (ii) in order to comply with the law or requests of governmental entities.

**2.3. Effect of Termination.** Upon any termination of this Agreement, (i) all your rights under this Agreement immediately terminate; (ii) you will immediately return or, if instructed by us, destroy all Image Data in your possession; and (iii) Sections 1.2, 1.3, 2.3, and 3 through 9 will continue to apply in accordance with their terms.

## **3. Proprietary Rights**

**3.1 Your Content.** As between you and us, you or your licensors own all right, title, and interest in and to Your Content. Your Content shall not include any derivative works made based on the Image Data. All such derivative works shall belong to us. Except as provided in this paragraph and in Section 3.2 below, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights.

**3.2 Suggestions.** If you provide any Suggestions to us, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

## **4. Indemnification**

**4.1. General.** You will defend, indemnify, and hold harmless us and our licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Image Data; (b) your breach of this Agreement or violation of applicable law; or (c) Your Content or the combination of Your Content with other applications, devices, content or processes, including any claim involving alleged direct or indirect infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content. If we are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

**4.2. Process.** We will promptly notify you of any claim subject to Section 4.1, but our failure to promptly notify you will only affect your obligations under Section 4.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into

any settlement. We may also assume control of the defense and settlement of the claim at any time.

## **5. Disclaimers**

THE IMAGE DATA, INCLUDING THE ANNOTATIONS CONTAINED THEREON, ARE PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE". YOUR USE OF THE IMAGE DATA, INCLUDING THE ANNOTATIONS THEREON, IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE IMAGE DATA AND ANNOTATIONS WILL BE ERROR-FREE. SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTIES THAT THE IMAGE DATA ARE ERROR-FREE.

## **6. Limitations of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT FLIR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR GOODWILL OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE IMAGE DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE IMAGE DATA, INCLUDING AS A RESULT OF ANY TERMINATION OF THIS AGREEMENT; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE IMAGE DATA. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE IMAGE DATA THAT GAVE RISE TO THE CLAIM OR \$10 USD.

## **7. Modifications to the Agreement**

We may modify this Agreement (including any Policies) at any time by posting a revised version on [www.FLIR.com](http://www.FLIR.com) or by otherwise notifying you in accordance with the Agreement. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Image Data after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to go to [www.FLIR.com](http://www.FLIR.com) regularly to review modifications to this Agreement. We last modified this Agreement on the date listed at the top of this Agreement.

## **8. Miscellaneous**

**8.1 Data Privacy.** FLIR's Privacy Policy explains how we treat your personal data. By submitting your personal data, you agree to our Privacy Policy and that FLIR can use your information in accordance with our Privacy Policy and this Agreement.

**8.2 Publicity.** Unless you have obtained express written permission from us, you will not issue any press release or make any other public communication with respect to this Agreement or your use of the Image Data. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

**8.3 Force Majeure.** We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**8.4 Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

**8.5 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**8.6 U.S. Government Rights.** The Image Data are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" subject to the same rights and restrictions set forth in this Agreement. If you are using the Image Data on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Image Data. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**8.7 Import and Export Compliance; Other Laws.** You will comply with all laws, regulations and executive orders of the U.S. and all other countries applicable to your performance of this Agreement and your use of the Image Data, including but not limited to the Arms Export Control Act (22 U.S.C. 2751-2794), the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. 120 et seq., the Export Administration Act of 1979 (50 U.S.C. 2401-2420), the Export Administration Regulations ("EAR") (15 C.F.R. 730-774), the Office of Foreign Assets Control (OFAC) regulations (31 C.F.R. Chapter V), the International Emergency Economic Powers Act (IEEPA) (50 U.S.C. 1701-1706), the Trading with the Enemy Act (TWEA) (50 U.S.C. 5, 16), the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) regulations (22 C.F.R. Parts 447, 478, 479, and 555), U.S. customs regulations (22 C.F.R. Part 19), the U.S. Foreign Corrupt Practices Act, the UK Antibribery Act, and all other applicable international, national, state, regional and local laws and regulations, including without limitation laws relating to privacy and data protection (the "Laws"). For clarity, you are solely responsible for compliance with Laws related to the manner in which you choose to use the

Image Data, including your transfer and processing of Your Content and the provision of Your Content to end users.

## **8.8 Notice.**

(i) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on [www.FLIR.com](http://www.FLIR.com); or (ii) sending a message to the email address then associated with your registration. Notices we provide by posting on [www.FLIR.com](http://www.FLIR.com) will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(ii) To Us. For privacy matters, you may contact us in accordance with the Privacy Policy. For any other notice to us under this Agreement, you must contact FLIR by personal delivery, overnight courier or registered or certified mail to FLIR Systems, Inc., 27700 SW Parkway Avenue, Wilsonville, OR 97070 USA, Attention: General Counsel. We may update the address for notices to us by posting a notice on [www.FLIR.com](http://www.FLIR.com). Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**8.9 Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**8.10 No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

**8.11 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**8.12 Governing Law; Venue.** The laws of the State of Oregon, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**8.13 Governing Law.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the jurisdiction indicated below (the "Jurisdiction"), without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and the parties irrevocably submit to the jurisdiction of those courts. The parties agree that venue in any action arising under this Agreement shall be exclusively in state or federal courts located in the Jurisdiction indicated below. The rights and obligations of the parties to this Agreement will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, 1980. If the country you identified in the registration information you provided to obtain the Image Data is in the Americas (or you did not provide an address), the Jurisdiction is the State

of New York in the U.S., if in the European Union, the Jurisdiction is Belgium and, otherwise, the Jurisdiction is England.

**8.14 Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this Agreement are inconsistent with the terms contained in any Policy, the terms contained in this Agreement will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

## **9. Definitions**

“Policies” means any policy or terms referenced in or incorporated into this Agreement. Policies does not include whitepapers or other marketing materials referenced on [www.FLIR.com](http://www.FLIR.com).

“Privacy Policy” means FLIR’s privacy policy available at [www.FLIR.com](http://www.FLIR.com), as it may be updated by us from time to time.

“Suggestions” means all suggested improvements to the FLIR’s products or services that you provide to us.

“Term” means the term of this Agreement described in Section 2.1.

“Your Content” means the products or services, including convolutional neural networks, that you develop or improve using the Image Data, and any computational results that you derive from the use of the Image Data.