
Data License Agreement – Research Use

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“Process” means, with respect to a given set of data, to process such data through machine learning software.

“Processing” shall carry a correlative meaning.

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This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to this Section 7. This Agreement may be terminated by either party at any time, for any reason or for no reason, upon written notice to the other party. If Licensee breaches any provision of this Agreement, this Agreement (including all of Licensee’s rights and licenses with respect to the Licensed Data and Results) shall immediately terminate without further notice from or action by QTI. Upon termination or expiration of this Agreement, Licensee agrees to cease all use of the Licensed Data and Results and delete all copies thereof in Licensee’s

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12. Governing Law; Jurisdiction

This Agreement will be governed by and construed in accordance with the law of the State of California without regard to the conflicts of law rules of such state. The parties agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement will be brought in the state and federal courts in the Northern District of California, and each party hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

13. Export Control

The Licensed Data may be subject to export laws and regulations. Licensee acknowledges that the Licensed Data and other deliverables provided pursuant to this Agreement may be subject to U.S. export jurisdiction. Licensee is responsible for complying with all applicable international and national laws that apply to the Licensed Data, including the U.S. Export Administration Regulations, as well as end-user, end use and destinations restrictions issued by U.S. and other governments.

14. Attribution.

In the event Licensee publishes the Results, or any publication based on the Results, following citation must be included in the publication.

For Jester:

"The jester dataset: A large-scale video dataset of human gestures", J. Materzynska, G. Berger, I. Bax and R. Memisevic, IEEE/CVF (ICCVW) 2019.

For Something-Something:

"The 'something something' video database for learning and evaluating visual common sense," Goyal, R. et al., arXiv.org, June 15, 2017.

"On the effectiveness of task granularity for transfer learning," Mahdisoltani, F. et al, arXiv.org, November 29, 2018.

Miscellaneous

Licensee may not assign its rights under this Agreement without the express prior consent of QTI. If Licensee is a legal entity, any merger involving Licensee, acquisition of all or substantially all of Licensee's assets or change of control shall be deemed an assignment of this Agreement for which prior written consent is required. QTI may freely assign this Agreement. Licensee represent and warrant that Licensee, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving both Parties, and everyone acting on Licensee's behalf, (A) will comply with and will not violate any applicable anti-corruption law or applicable international anti-corruption standards, or applicable anti-tax evasion measures, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Part 3 of the UK Criminal Finances Act, and the Brazil Clean Company Act in connection with the services it has agreed to perform under this Agreement and (B) shall have adequate procedures and policies as required by such measure. Licensee represents and warrants that Licensee has not, and covenants and agrees that Licensee will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving both Parties, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business. This Agreement constitutes the complete and final agreement of the parties with respect to the Licensed Data. If any part of this Agreement is found to be void, unenforceable or invalid, that part will be deemed stricken and will not affect the validity of the other provisions. Failure by QTI to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement may be modified only by an amendment signed by authorized representatives of both parties or by Licensee's electronic acceptance of an amendment or replacement agreement presented to Licensee by QTI. Any notice from Licensee to QTI required or permitted under the terms of this Agreement must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to QTI's mailing address set forth on

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