

# End User License Agreement

## “ADABase” Database

between

Fraunhofer Gesellschaft zur Förderung der angewandten Forschung e.V., a non-profit-research organization having its principal office at Hansastr. 27c, 80686 München (“FhG”)

acting on behalf of the

Multimodal Human Sensing Group by Fraunhofer Institute for Integrated Circuits, having its principal office at Am Wolfsmantel 33 91058 Erlangen (“IIS”)

and

\_\_\_\_\_ (the “USER”)

FhG is the owner of the IP called “ADABase” (the “DATABASE”).

By signing this document, the USER, he or she who will make use of the DATABASE, agrees to the following terms.

### 1. Responsibility

This document must be signed by a person with a permanent position at an academic institute who is authorized to sign this agreement (the signee). Up to five other researchers 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 the DATABASE.

### 2. Permitted Use

The USER may use the DATABASE only for academic research purposes, including but not limited to e.g. performing data analyses in a scientific context and/or for academic and/or scientific purposes. For commercial queries, send a message to [adabase@iis.fraunhofer.de](mailto:adabase@iis.fraunhofer.de)

### 3. No commercial use

The USER may not use the DATABASE for any nonacademic purpose. According to paragraph 44b section 3 UrhG (German Copyright Act) text and data mining for commercial purposes is prohibited. Nonacademic purposes include, but are not limited to:

- proving the efficiency of commercial systems
- training or testing of commercial systems
- selling data from the dataset
- creating military applications
- developing governmental systems used in public spaces.

### 4. Distribution

The USER may not distribute the DATABASE 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. Only data from subjects who gave consent to have their data used in publications and presentations may be used for this purpose. Note that publications will have to comply with the terms stated in article 6.

## 5. Access

The USER Publication of the results of the analyses may only use the DATABASE after this End User License Agreement (EULA) has been signed and returned to IIS. The signed EULA should be returned in digital format by sending it to [adabase@iis.fraunhofer.de](mailto:adabase@iis.fraunhofer.de)

Only if the USER is not capable of requesting an account in this manner, accounts may be requested by sending the signed EULA via traditional mail to:

Multimodal Human Sensing Group  
Fraunhofer Institute for Integrated Circuits IIS  
Am Wolfsmantel 33  
91058 Erlangen

The USER may not grant anyone access to the DATABASE by giving out usernames and passwords and is obligated to take appropriate measures to prevent third parties from obtaining or having access to the DATABASE and data.

## 6. Publications

The USER may publish results of his analyses. Publications include not only papers, but also presentations for conferences or educational purposes. The USER agrees that all documents, papers and publications that report on research that use any of the DATABASE will acknowledge the scientific contribution and reference the data acquisition setup and data collection process by citing:

Oppelt, M. P., Foltyn, A., Deuschel, J., Lang, N. R., Holzer, N., Eskofier, B. M., & Yang, S. H. (2023). ADABase: A Multimodal Dataset for Cognitive Load Estimation. *Sensors*, 23(1), 340.

## 7. Security, Liability

FhG uses technical and organizational security measures in order to protect data we have under our control against accidental or intentional manipulation, loss, destruction or against access by unauthorized persons. FhG's security measures are continuously improved in line with technological developments.

No liability is assumed by FhG that the exercise of the license does not interfere with the property rights or copyrights of third parties or does not cause damage to third parties.

Liability of FhG is limited to intent.

Except in case of intent, FhG is not liable for any damage resulting from viruses of the DATABASE.

## 8. Misuse

If at any point, the FhG has 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 the access to the DATABASE.

User: \_\_\_\_\_

User's Affiliation: \_\_\_\_\_

User's address: \_\_\_\_\_

User's email: \_\_\_\_\_

Additional Researcher 1 \_\_\_\_\_

Additional Researcher 2 \_\_\_\_\_

Additional Researcher 3 \_\_\_\_\_

Additional Researcher 4 \_\_\_\_\_

Additional Researcher 5 \_\_\_\_\_

Signature: Date/place

\_\_\_\_\_

## 9. Applicable Law

This EULA shall be construed, governed, interpreted and applied in accordance with the laws of the Federal Republic of Germany excluding its conflict of laws rules and the UN Convention on Contracts for the International Sales of Goods.