# Agreement Form to Grant Access to SecurifAl's Code on Abnormal Event Detection for Noncommercial Use

- 1. The Company agrees to provide access to the Product for noncommercial use, under the License Agreement.
- 2. The Applicant agrees to comply with the License Agreement.
- 3. The Applicant must be affiliated to an academic entity, university or institute in order to be granted access to the Product.
- 4. The Company clearly states that Applicant's personal data or sets of personal data shall be used in a way that is lawful, fair and transparent.
- 5. The Company shall process Applicant's personal data only for the purposes for which it is collected. The Company ensures that, under no way, any personal data shall be used in a way that an Applicant would not expect.
- 6. The Company will provide the required information to the Applicant when the personal data is collected. The company will ensure that the information is provided in an intelligible form using clear and plain language.
- 7. Taking into consideration that the Company grants rights under the License Agreement / noncommercial use policy to the Applicant for using the code and any derived software product only in non-commercial purposes, the Applicant may download and use the Company's product only after signing and returning this agreement form.
- 8. The Company apprises that the Applicant's data processing is necessary for the purpose of their legitimate interests. Concretely, the Company states that these legitimate interests in processing Applicant's personal data refer to the establishment or exercise of legal claims in the situation of any breach derived from Company's noncommercial use policy and Company's License Agreement.
- 9. The Company states that the Applicant's personal data shall be collected and held in a minimum amount required for the specified purposes as mentioned above.
- 10. In reference to the Company's legitimate interests and taking into consideration the principle of minimization and the provisions as stipulated in the noncommercial policy and License Agreement, the Company requests and the Applicant totally understands and gives their free consent to providing for the Company the following information:
- a) First Name, Last Name, Date of Birth, Nationality, Address (Street, City, Country, Postal Code), E-mail, Phone Number, Academic Affiliation (Name of University / Institute, Address).
- 11. If any change appears in the information stipulated in 11.a) after submitting this Agreement Form, the Applicant agrees to send the updated information to the Company.
- 12. By receiving the grant to use the product of the Company after signing and returning this agreement form, the applicant fully understands and agrees, in case of any breaches regarding the noncommercial policy and License Agreement of the Company, the probability of being involved in judicial proceedings in front of Romania's Courts of Justice and other public institutions, but not limited to these, within the scope of preserving the Company's copyrights and recovering all the caused damages.
- 13. The Applicant agrees that, in case of a violation regarding the Company's noncommercial policy and License Agreement, any dispute or disagreement shall be considered under the laws and regulations in force in the country where the Company has its headquarters.
- 14. The Company will ensure that, where possible, all personal data held shall be kept accurate and up to date. The Company shall comply with any request for rectification of inaccurate personal data concerning the Applicant.

- 15. The Company maintains the highest standards of technical, organizational and physical security measures to ensure that Applicant's data processed is secure at all times. Security systems, measures and policies are constantly reviewed and, if necessary, updated.
- 16. By signing and returning this agreement form, the Applicant warrants that the personal data provided for the Company correspond to reality.
- 17. This Agreement Form and the License Agreement shall be governed by Romanian law.

## **Key definitions**

- a) **Applicant** means a natural or legal person requesting the grant to use the product of the Company, after signing and returning this agreement form.
- b) **Personal Data** means any information relating to an individual (natural person) that can be used to identify them such as First Name, Last Name, Date of Birth, Nationality, Street, City, Country, Postal Code, E-mail, Phone Number, Academic Affiliation.
- c) The Company is a legal person that grants rights under the License Agreement to the Applicants for using the Company's product only in noncommercial purposes. More specifically, **The Company** is **SecurifAl SRL**, a company registered at Str. 24 Ianuarie, Nr. 1, Azuga, Prahova County, Romania.
- d) **License Agreement** is the "SecurifAl's NonCommercial Use & No Sharing International Public License" annexed to this Agreement Form.
- e) **Processing** means any operation or set of operations which is performed on personal data or on sets of personal data regarding the Applicant (natural person), whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, restriction, erasure or destruction solely for Company's legitimate interests (establishment or exercise of legal claims in the situation of any breach regarding Company's License Agreement).
- f) *The Product* means source code, scripts, data, documentation, metadata, software and any product derived from these. The Product is associated to the scientific article "A Background-Agnostic Framework with Adversarial Training for Abnormal Event Detection in Video" published in IEEE Transactions on Pattern Analysis and Machine Intelligence.

First Name	
Last Name	
Date of Birth (YYYY-MM-DD)	
Nationality	
Personal Address (Street, City,	
Country, Postal Code)	
E-mail (personal)	
E-mail (academic)	
Phone number (with country	
prefix)	
Name of University / Institute	
Address of University / Institute	
Signature	

#### SecurifAl's NonCommercial Use & No Sharing International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of the SecurifAl's NonCommercial Use & No Sharing International Public License ("License Agreement"). To the extent this License Agreement may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

#### Section 1 - Definitions.

- a. "Adapted Material" means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor.
- b. "Copyright" and "Similar Rights" means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section 2(b)(1)-(2) are not Copyright and Similar Rights.
- c. "Effective Technological Measures" means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- d. "Exceptions and Limitations" means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- e. "Licensed Material" means the source code, database or other material to which the Licensor applied this Public License.
- f. "Licensed Rights" means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- g. "Licensor" means the individual(s) or entity(ies) granting rights under this Public License.
- h. "NonCommercial" means not intended for or directed towards commercial advantage or monetary compensation. "Commercial" means intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is Commercial.

"Share" means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

"Sui Generis Database Rights" means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

"You" means the individual or entity exercising the Licensed Rights under this Public License. "Your" has a corresponding meaning.

# Section 2 - Scope.

## a. License grant.

- 1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
  - A. use the Licensed Material, in whole or in part, for NonCommercial purposes only; and
  - B. produce and reproduce, but not Share, Licensed or Adapted Material for NonCommercial purposes only.
- 2. **Exceptions and Limitations.** For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
- 3. **Term.** The term of this Public License is specified in Section 6(a).
- 4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section 2(a)(4) never produces Adapted Material.

## 5. Recipients.

- A. Offer from the Licensor Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.
- B. **No sharing.** You may not offer the Licensed Material or Adapted Material to other recipients, regardless of the purpose.
- 6. **No endorsement.** Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor.

#### b. Other rights.

- 1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
- 2. Patent and trademark rights are not licensed under this Public License.
- 3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

Section 3 - License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

#### a. Attribution.

- 1. If You Use the Licensed Material, You must:
  - A. retain the following if it is supplied by the Licensor with the Licensed Material:
    - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
    - j. a copyright notice;
    - k. a notice that refers to this Public License;
    - I. a notice that refers to the disclaimer of warranties;
    - m. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
  - B. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.
- 2. For the avoidance of doubt, You do not have permission under this Public License to Share Licensed Material or Adapted Material.
- 3. You may satisfy the conditions in Section 3(a)(1) in any reasonable manner based on the medium, means, and context in which You Use the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
- 4. If requested by the Licensor, You must remove any of the information required by Section 3(a)(1)(A) to the extent reasonably practicable.

## Section 4 – Sui Generis Database Rights.

- a. Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:
  - 1. for the avoidance of doubt, Section 2(a)(1) grants You the right to extract, reuse, reproduce, all or a substantial portion of the contents of the database for NonCommercial purposes only and provided You do not Share Licensed Material or Adapted Material;
  - 2. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and
  - 3. You must comply with the conditions in Section 3(a) if You Use all or a substantial portion of the contents of the database. More precisely, you are not allowed to share the database in which You have Sui Generis Database Rights.
- b. For the avoidance of doubt, this Section 4 supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

# Section 5 – Disclaimer of Warranties and Limitation of Liability.

- a. 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. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.
- b. To the extent possible, in no event will the Licensor be liable to You 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 Public License 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 limitation of liability is not allowed in full or in part, this limitation may not apply to You.
- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

#### Section 6 - Term and Termination.

- a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section 6(a), it reinstates:
  - 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
  - 2. upon express reinstatement by the Licensor.
- c. For the avoidance of doubt, Section 6(b) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.
- d. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; doing so can terminate this Public License.
- e. Sections 1, 5, 6, 7, and 8 survive termination of this Public License.

#### Section 7 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

## Section 8 – Interpretation.

- a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.
- b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.