Light-Dark Indoor Scenes (LDIS) Dataset Terms and Conditions

|  |  |
| --- | --- |
| First Name | Last Name |
| Email Address |
| Country |
| Address Line 1 |
| Address Line 2 (Optional) |
| City | State/Province | Zip Code |
| Organization/Affiliation |

|  |
| --- |
| Intended Use |

Terms and Conditions

|  |
| --- |
| **Light-Dark Indoor Scenes Dataset Use Agreement** In order to access the Light-Dark Indoor Scenes Dataset and any associated materials, text or image files, associated media and “online” or electronic documentation and any updates WiNS Lab provides in its discretion (together, the “**Dataset**”), you (as defined below) must first agree to this Light-Dark Indoor Scenes Dataset Use Agreement (“**Agreement**”). You may not use the Dataset if you do not accept this Agreement. By checking the “I accept the terms and conditions” box below, accessing the Dataset or both, you hereby agree to the terms of the Agreement. If you are agreeing to be bound by the Agreement on behalf of your employer or other entity, you represent and warrant to WiNS Lab that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept the Agreement or access the Dataset on behalf of your employer or other entity. This Agreement is effective upon the earlier of the date that you first access the Dataset or accept this Agreement (“**Effective Date**”), and is entered into by and between WiNS Lab Corporation (or based on where you live, one of its affiliates) (“**WiNS Lab**”), and you, or your employer or other entity (if you are entering into this agreement on behalf of your employer or other entity) (“**Participant**” or “**you**”). 1. Subject to Participant’s compliance with the terms and conditions of this Agreement, WiNS Lab permits Participant to: (a) use the **Dataset**, including the data and the annotations, for non- commercial, research, or academic purposes only to research, develop and improve software, algorithms, machine learning models, techniques and technologies designed to train and evaluate AI and machine-learning models (the “**Purpose**”); (b) for analyzing and testing purposes; and (c) publish (or present papers or articles) on your results from using the Dataset. You shall implement and maintain appropriate technical and organizational data protection and security measures to ensure security of the Dataset, including without limitation the measures necessary to protect against unauthorized or unlawful access, acquisition or use of the Dataset and against accidental loss, destruction, or damage of or to the Dataset.
2. Subject to Participant’s compliance with the terms and conditions of this Agreement, Participant retains its intellectual property rights in and to all algorithms, software, machine learning models, techniques and technologies developed or otherwise derived by Participant from the use of the Dataset. Such algorithms, software, machine learning models, techniques and technologies can only be used for academic purposes.
3. As between WiNS Lab and Participant, WiNS Lab retains all intellectual property rights and all other rights, title, and interest in and to the Dataset. You acquire no interest in the Dataset you receive under the terms of this Agreement. All rights not expressly granted under this Agreement by WiNS Lab are reserved.
4. At any time, WiNS Lab may require Participant to delete all copies of the Dataset (in whole or in part) in Participant’s possession and control. Participant will promptly comply with any and all such requests. Upon WiNS Lab’s request, Participant shall provide WiNS Lab with written confirmation of Participant’s compliance with such requirement.
5. If WiNS Lab reasonably believes (as determined at WiNS Lab’s sole discretion) that you are or are likely to be in violation of the terms of this Agreement, WiNS Lab or WiNS Lab’s designee (at WiNS Lab’s sole expense) may audit your use, storage, and distribution of the Dataset, including, without limitation, any and all records and files associated with the Dataset and this Agreement. You hereby agree to cooperate with such audit.
6. Participant will not:
	1. distribute, copy, disclose, assign, sublicense, embed, host or otherwise transfer the Dataset to any third party, except as described in Section 1(b) above;
	2. remove or alter any copyright, trademark or other proprietary notices appearing on or in copies of the Dataset;
	3. use WiNS Lab’s name in a way that suggests publications or presentations come from or are endorsed by WiNS Lab;
	4. use the Dataset in a defamatory, malicious, deceptive or unlawful manner, or in violation of any applicable regulations or laws (including applicable data protection and privacy law);
	5. incorporate the Dataset into any other program, dataset, or product;
	6. use the Dataset to distribute images or videos (except as expressly set forth in Section 1(b) above); or
	7. use the Dataset for any purpose other than the Purpose specified in this Agreement.
7. If you give feedback about the Dataset to WiNS Lab, you give to WiNS Lab, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies, and services to use or interface with any specific parts of a WiNS Lab dataset or service that includes the feedback. You will not give feedback that is subject to a license that requires WiNS Lab to license its Dataset or documentation to third parties because we include your feedback in them. These rights survive this Agreement.
8. Upon the termination of this Agreement, Participant will immediately stop using the Dataset and destroy all copies of the Dataset and related materials in Participant’s possession and control. Additionally, WiNS Lab may, at any time, for any reason or for no reason, terminate this Agreement, effective immediately upon notice to the Participant. Upon termination, the license granted to Participant hereunder will immediately terminate and Participant will immediately stop using the Dataset and destroy all copies of the Dataset and related materials in Participant’s possession or control. Except for the licenses and rights granted to Participant, the other provisions of this Agreement will survive any termination.
9. THE DATASET IS PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON- INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.
10. IN NO EVENT WILL WINS LAB AND ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF WINS LAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. Either party may terminate this Agreement if the other is in material breach of this Agreement and such breach remains uncured for thirty (30) days following receipt of written notice of the breach.
12. Participant will comply with all applicable export controls, import controls, and trade sanctions applicable to the Dataset. You shall obtain, at your sole cost and expense, any export and import (temporary and permanent) license and other official authorization applicable to the Dataset.
13. You will defend, indemnify and hold WiNS Lab, including its subsidiaries, affiliates, and agents (collectively the “**Indemnified Parties**”) harmless from all expenses (including all judgments, settlements, attorneys’ fees and costs) related to any claim or action arising from or by reason of your failure to comply with the terms of this Agreement. The Indemnified Party will: (1) promptly notify the indemnifying party of any claim or action, (2) permit the indemnifying party (through mutually-agreed counsel) to answer and defend the claim or action, and (3) provide non-confidential information and assistance, at the indemnifying party’s expense and request, as needed to answer and defend the claim or action. The indemnifying party may not settle or publicize any claim or action without the Indemnified Party’s consent.
 |

[ ]  I accept the terms and conditions

Printed Name:

Signature: Date: