Multi-camera Multiple People Tracking Dataset Terms and Conditions

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

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| --- |
| Intended Use |

## Terms and Conditions

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| **Multi-camera Multiple People Tracking Dataset Use Agreement**  In order to access the Multi-camera Multiple People Tracking Dataset and any associated materials, text or image files, associated media and “online” or electronic documentation and any updates Microsoft provides in its discretion (together, the “**Dataset**”), you (as defined below) must first agree to this Multi-camera Multiple People Tracking 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 Microsoft 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 Microsoft Corporation (or based on where you live, one of its affiliates) (“**Microsoft**”), 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, Microsoft 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 for multi-camera multiple people tracking tasks (the “**Purpose**”); (b) for analyzing and testing purposes; and (c) publish (or present papers or articles) on your results from using the Dataset, provided that no material portion of the Dataset is included in any such publication or presentation; provided, however, you are permitted to distribute and reproduce up to ten (10) minutes of video from the Dataset per Participant research or academic publication related to the Purpose. 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 Microsoft and Participant, Microsoft 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 Microsoft are reserved. 4. At any time, Microsoft 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 Microsoft’s request, Participant shall provide Microsoft with written confirmation of Participant’s compliance with such requirement. 5. If Microsoft reasonably believes (as determined at Microsoft’s sole discretion) that you are or are likely to be in violation of the terms of this Agreement, Microsoft or Microsoft’s designee (at Microsoft’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 Microsoft’s trademarks in a way that suggests publications or presentations come from or are endorsed by Microsoft;    4. use the Dataset to measure, detect, predict, or otherwise label the race, ethnicity, age, or gender of individuals;    5. use the Dataset to extract or process biometric identifiers or biometric information;    6. use the Dataset in a pornographic, defamatory, malicious, deceptive or unlawful manner, or in violation of any applicable regulations or laws (including applicable data protection and privacy law);    7. incorporate the Dataset into any other program, dataset, or product;    8. use the Dataset to distribute images or videos (except as expressly set forth in Section 1(b) above); or    9. use the Dataset for any purpose other than the Purpose specified in this Agreement. 7. If you use the Dataset (or any portion thereof) in a manner that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person, you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: “Stock photo. Posed by model.” 8. If you give feedback about the Dataset to Microsoft, you give to Microsoft, 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 Microsoft dataset or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its Dataset or documentation to third parties because we include your feedback in them. These rights survive this Agreement. 9. 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, Microsoft 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. 10. 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. 11. IN NO EVENT WILL MICROSOFT 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 MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 12. MICROSOFT’S AND ITS CONTRACTOR’S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER WILL NOT EXCEED ONE HUNDRED DOLLARS ($100). 13. 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. 14. 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. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting). 15. You will defend, indemnify and hold Microsoft, 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. 16. This Agreement, and your relationship with Microsoft under this Agreement, shall be governed by and construed in accordance with the laws of the State of Washington without regard to its conflict of laws provisions to the contrary. You and Microsoft agree to submit to the exclusive jurisdiction and venue of the state and federal courts located within the county of King County, Washington to resolve any legal matter arising under, from or by reason of the Agreement. Notwithstanding this, you agree that Microsoft shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Microsoft may make changes to this Agreement at any time with notice to Participant and the opportunity to decline further use of the Dataset. You should look at the Agreement and check for notice of any changes regularly. Changes will not be retroactive. They will become effective, and will be deemed accepted by Participant, (a) immediately for those who become Participants after the notification is posted; or (b) for pre-existing Participants, on the date specified in the notice, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately). If you do not agree with the modifications to the Agreement, you may terminate your use of the Dataset, which will be your sole and exclusive remedy. You agree that your continued use of the Dataset constitutes your agreement to the modified terms of this Agreement. No failure to exercise and no delay in exercising any right, remedy or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity. Participant may not assign its rights and obligations hereunder without prior written consent of Microsoft. Any attempted assignment by Participant in violation of this section will be void. Microsoft may assign its rights and obligations hereunder at any time to any party without Participant’s consent. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, negotiations, conditions, and agreements between the parties relating to the subject matter hereof. |

I accept the terms and conditions