MTMMC: A Large-Scale Real-World Multi-Modal Camera Tracking Benchmark Terms and Conditions

User information	
First Name	**Last Name**
Email Address	**Personal homepage** *(If not available, please enter your supervisor's information.)*
Google Scholar Id (*If not available, please enter your supervisor's information.)*	**Linkedin profile URL**
Organization/Affiliation	**Name of advisor/department head**
City	**State**	**Country/Region**
Address Line 1		

Intended Use

Please specify for what purpose you will be using the benchmark and the name of the project involved. This part is a measure in accordance with international norms related to personal information. You can confirm and delete this message.

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Terms and Conditions

Multi-Target Multiple Dual Camera Tracking Benchmark Use Agreement

To access the Multi-Target Multiple Dual Camera Tracking Dataset and any associated materials, text or image files, associated media and "online" or electronic documentation (together, the "**Dataset**"), you (as defined below) must first agree to this Multi-Target Multiple Dual Camera 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 us 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 us (or based on where you live, one of its affiliates), 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, We permit 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-target multiple camera 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 us and Participant, we retain 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 us are reserved.

4. At any time, we 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 our request, Participant shall provide us with written confirmation of Participant's compliance with such requirement.

5. If we reasonably believe that you are or are likely to be in violation of the terms of this Agreement, our designee 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:

    A. distribute, copy, disclose, assign, sublicense, embed, host or otherwise transfer the Dataset to any third party, except as described in Section 1(b) above;

    B. remove or alter any copyright, trademark or other proprietary notices appearing on or in copies of the Dataset;

    C. use the provided trademarks in a way that suggests publications or presentations come from or are endorsed by us;

    D. use the Dataset to measure, detect, predict, or otherwise label the race, ethnicity, age, or gender of individuals;

    E. use the Dataset to extract or process biometric identifiers or biometric information;

    F. 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);

    G. incorporate the Dataset into any other program, dataset, or product;

    H. use the Dataset to distribute images or videos (except as expressly set forth in Section 1(b) above); or

    I. 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 us, you give us, 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 our dataset or service that includes the feedback. You will not give feedback that is subject to a license that requires us 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, we 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 AUTHOR'S INSTITUTION 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 AUTHOR'S INSTITUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. WE 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.

15. You will defend, indemnify and hold Author's Insitution, 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

Signature: **Date:**