VIRAT Video Dataset Usage Agreement

Terms of Use

This document states the terms and conditions by which you, the user of the VIRAT Video Dataset ("Dataset"), may view the Dataset. By signing this Agreement, you are stating your acceptance to be bound by the terms below. **All individuals with access to the Dataset must sign this Agreement.** The term "you" as used herein refers to all individuals using the Dataset for any reason. The term "Kitware" as used herein refers to Kitware, Inc., including its agents and employees. The term Dataset includes all updates and modifications made to the Dataset by Kitware, regardless of the time at which the updates or modifications were made or distributed.

Acceptable Dataset Use

- You may use the Dataset for lawful research and commercial purposes.

- You may use the Dataset only for lawful purposes. Kitware specifically prohibits any illegal use of the Dataset. You agree to protect against the disclosure of Personally Identifiable Information ("PII"). You agree not to take any action to seek out the PII associated with the Dataset. Improper use of the Dataset may result in legal action being taken against you by Kitware and/or any other contributor to the Dataset.

- You shall not distribute any portion of the Dataset to any third party, except those parties who have agreed to the terms of this **VIRAT Video Dataset Usage Agreement**, provided, however, that you may publish a few video frames or short video clips in scientific publications or lectures.

Disclaimer

THE DATA CONTAINED IN THE DATASET IS PROVIDED "AS-IS", AND KITWARE, AND ALL OTHER CONTRIBUTORS TO THE DATASET, MAKE NO REPRESENTATION AS TO ITS ACCURACY.

IN NO EVENT SHALL KITWARE, OR ANY OTHER CONTRIBUTOR TO THE DATASET, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS DATASET, ITS DOCUMENTATION, OR ANY DERIVATIVES THEREOF, EVEN IF THE THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

KITWARE, AND ALL OTHER CONTRIBUTORS TO THE DATASET, SPECIFICALLY DISCLAIM ANY WARRANTIES RELATED TO THE DATASET, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DATASET IS PROVIDED

ON AN "AS IS" BASIS, AND KITWARE AND HAS NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

Termination

- This agreement is effective until terminated by you or Kitware.

- Kitware has the right to terminate this Agreement and your rights to use the Dataset, or any portion of the Dataset, at any time, without notice. In the event that Kitware terminates this Agreement you must immediately cease use of the Dataset and return or destroy all copies, derivatives and related documentation of the Dataset. In the event Kitware demands you cease using only a portion of the Dataset, you must immediately cease using and return or destroy all copies, derivatives and related documentation of that portion of the Dataset. The terms of this Agreement will continue to apply to the portion of the Dataset you continue to use.

- This agreement will terminate immediately, without notice from Kitware, if in Kitware's sole discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must destroy or return all copies, derivatives and related documentation of the Dataset.

By clicking the "I Agree" button below you agree to comply with all the terms and conditions of this Agreement.