EgoObjects Dataset License Agreement

In order to access the EgoObjects Dataset (as defined below), you (as defined below) must first agree to this EgoObjects Dataset License Agreement (“Agreement”). You may not use the EgoObjects Dataset if you do not accept this Agreement. The “EgoObjects Dataset” includes the images, videos, annotations, software, tools, documentation or other materials created, derived or licensed by Meta and provided to you for use in connection with the purposes set forth below. By clicking to accept, accessing the EgoObjects 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 Meta 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 EgoObjects Dataset on behalf of your employer or other entity.

This Agreement is effective upon the earlier of the date that you first access the EgoObjects Dataset or accept this Agreement (“Effective Date”), and is entered into by and between Meta Platforms, Inc. (“Meta”), 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, Meta hereby grants to Participant, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) use the EgoObjects Dataset to research software, algorithms, machine learning models, techniques and technologies designed to enable continual learning, category-level and instance-level object detection, and 3D pose prediction and tracking (the “Purpose”); and (b) distribute and reproduce up to one hundred (100) images from the EgoObjects Dataset per Participant for research or academic publication related to the Purpose. If you include images from the EgoObjects Dataset in a research or academic publication, then you shall include proper attribution to the images as detailed for each image in the README file.

(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 EgoObjects Dataset. Such algorithms, software, machine learning models, techniques and technologies may be used for academic and commercial purposes.

(3) As between Meta and Participant, Meta retains all intellectual property rights in and to the EgoObjects Dataset, except where indicated otherwise. All rights not expressly granted under this Agreement by Meta are reserved.

(4) At any time, Meta may require Participant to delete all copies of the EgoObjects Dataset (in whole or in part) in Participant’s possession and control. Participant will promptly comply with any and all such requests. Upon Meta’s request, Participant shall
provide Meta with written confirmation of Participant’s compliance with such requirement.

(5) If Meta reasonably believes (as determined at Meta’s sole discretion) that you are or are likely to be in violation of the terms of this Agreement, then Meta or Meta’s designee (at Meta’s sole expense) may audit your use, storage and distribution of the EgoObjects Dataset, including, without limitation, any and all records, files associated with the EgoObjects Dataset, and this Agreement. You hereby agree to cooperate with such audit.

(6) Participant will not:

- modify, translate, or create any derivative works based upon the EgoObjects Dataset, other than as contemplated herein;
- distribute, copy, disclose, assign, sublicense, embed, host or otherwise transfer the EgoObjects Dataset to any third party, except as described in Section 1(b) above;
- remove or alter any copyright, trademark or other proprietary notices appearing on or in copies of the EgoObjects Dataset;
- use the EgoObjects Dataset in a pornographic, defamatory or other unlawful manner, or in violation of any applicable regulations or laws;
- incorporate the EgoObjects Dataset into any other program, dataset, or product;
- use the EgoObjects Dataset to distribute manipulated images or videos (except as described in Section 1(b) above); or
- use the EgoObjects Dataset for any purpose other than the Purpose specified in this Agreement.

(7) If you use the EgoObjects 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) Meta always appreciates your feedback and other suggestions about the EgoObjects Dataset. However, you should know and you hereby agree that we may use your feedback and suggestions without any restriction or obligation, including, without limitation, that Meta has no obligation to compensate you for your feedback or to keep such feedback confidential.

(9) Upon the termination of this Agreement, Participant will immediately stop using the EgoObjects Dataset and destroy all copies of the EgoObjects Dataset and related materials in Participant’s possession and control. Additionally, Meta 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 EgoObjects Dataset and destroy all copies of the EgoObjects Dataset and related
materials in Participant’s possession or control. Except for the licenses granted to Participant, the other provisions of this Agreement will survive any termination.

(10) THE EGOOBJECTRON DATASET IS PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

(11) IN NO EVENT WILL META, ITS CONTRACTORS AND ITS LICENSORS BE LIABLE FOR ANY 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 META HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(12) META’S, ITS LICENSOR’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 EgoObjects 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 EgoObjects Dataset. This Agreement, and your relationship with Meta under this Agreement, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Meta agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from the Agreement. Notwithstanding this, you agree that Meta shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Meta may make changes to this Agreement at any time with notice to Participant and the opportunity to decline further use of the EgoObjects 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 EgoObjects Dataset, which will be Your sole and exclusive remedy. You agree that Your continued use of EgoObjects 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 Meta. Meta 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.