

DCASE Task 5 Evaluation Database - Database License Agreement

This Database was developed by the research group ADVISE, Faculty of Engineering Technology, and is owned by the KU Leuven (hereinafter referred to as "KU LEUVEN").

Article 1 - Definitions

1.1 "Database" shall mean the DCASE 2018 Task 5 evaluation database, as described in Annex A, composed of recordings of daily activities performed in a home environment and their annotations.

1.2 "Effective Date" shall mean the date on which you download the Database on your system.

1.3 "Agreement" shall mean this agreement together with its annex.

Article 2 - License

2.1 Subject to the terms and conditions of this Agreement, KU LEUVEN hereby grants you a royalty-free, non-exclusive, non-transferable, time limited license to use the Database for academic research purposes only.

2.2 You are permitted to modify the Database solely for your academic research purposes. "Modified Database" shall refer to any such modifications, which shall be the sole property of KU LEUVEN.

2.3 You acknowledge and agree that you may not use the Database or Modified Database (collectively, "Databases") for commercial purposes without first obtaining a commercial license from KU LEUVEN.

2.4 For the purposes of this Agreement "use for commercial purposes" shall include the use or transfer of the Databases for a consideration as well as the use of the Databases to support commercial activities including providing services with the Databases to third parties. Any use of Databases for commercial purposes without first obtaining a license from KU LEUVEN shall be deemed a breach of this Agreement for which KU LEUVEN shall be entitled to whatever remedies it may have under law or equity, including recovery of consequential damages.

2.5 You shall not sublicense any of your rights to the Databases. Neither will you transfer the Databases to a third party, unless prior written agreement of KU LEUVEN has been obtained.

Article 3 - Ownership

The Database is protected by intellectual property rights owned by KU LEUVEN. KU LEUVEN retains all title and ownership to the Database. Nothing in this Agreement shall preclude KU LEUVEN from entering into agreements with third parties concerning the Database.

Improvements or modifications of the Database may not be distributed without obtaining a prior written agreement of KU LEUVEN.

Article 4 - Publication

You shall acknowledge KU LEUVEN as the provider of the Database and shall cite the references listed in Annex A in any publication, whether research paper, article, presentation or otherwise, of results obtained using the Database.

Article 5 - No Support

This license does not entitle you to receive from KU LEUVEN technical support, telephone assistance, or enhancements or updates to the Database. Any support that may be given by the authors of the Database on voluntary basis is provided "as is" and KU LEUVEN makes no representations or warranties of any type whatsoever, express or implied, regarding the provided support.

Article 6 – Feedback

You may choose to provide, on a voluntary basis, feedback on the Database to KU LEUVEN and shall mark such feedback as “Feedback to KUL” (collectively referred to as “Feedback”). If you provide any such Feedback to KU LEUVEN, you grant to KU LEUVEN, under your intellectual property rights in such Feedback, a non-exclusive, perpetual, sub-licensable, worldwide license to use such Feedback in internal research, promotion, and commercial activities of KU LEUVEN or any third-party licensee of KU LEUVEN.

Article 7 - Warranty

7.1 The Database is provided "as is" by KU LEUVEN without warranty of any kind, whether express or implied. KU LEUVEN specifically disclaims the implied warranties of merchantability and fitness for a particular purpose or that the use of the Database will not infringe any patents, copyrights or trademarks or other rights of third parties. The entire risk as to the quality and use of the Database is borne by you.

7.2 KU LEUVEN shall not be responsible for any loss, direct or indirect damage or other liability incurred by you or any third party in connection with the Database licensed by KU LEUVEN under this Agreement. Under no circumstances shall KU LEUVEN be liable for any direct, indirect, special, incidental, or consequential damages arising out of any performance of this Agreement, whether such damages are based on contract, tort or any other legal theory. You shall defend, indemnify and hold harmless KU LEUVEN from all losses, damages, expenses, costs and other liabilities in connection with your use or disclosure of the Database.

Article 8 - Indemnification

You will indemnify, defend and hold harmless KU LEUVEN, its directors, officers, employees and agents from and against all liability, losses, damages and expenses (including attorney's fees and costs) arising out of any claims, demands, actions or other proceedings made or instituted by any third party against any of them and arising out of or relating to any breach of this Agreement by you, or any use of the Database by you, except insofar as such claims or liability result from KU LEUVEN gross negligence or willful misconduct.

Article 9 - Term

9.1 This Agreement is effective from the Effective Date until June 15, 2019. This Agreement will terminate immediately without notice from KU LEUVEN if you fail to comply with any provision of this Agreement.

9.2 In case of termination the provisions of Article 3, 7, and 8 shall remain in full force and effect.

9.3 Upon termination you will delete all copies of Database and any accompanying documentation.

Article 10 - Miscellaneous

10.1 Any notice authorised or required to be given to KU LEUVEN under this Agreement shall be in writing and shall be deemed to be duly given if left at or sent by registered post to:

KU Leuven R&D
Waaistraat 6 bus 5105
3000 Leuven
Belgium

10.2 The terms and conditions herein contained constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter thereof.

Article 11 - Conflicts

In the event of conflicts in the interpretation and/or performance of this Agreement, the parties shall first undertake to settle their differences amicably. If no amicable settlement can be reached concerning the

execution and/or interpretation of this Agreement, such conflict shall be brought before the courts of Leuven and Belgian Law shall be applicable.

Annex A:

Description of the Database:

The DCASE 2018 Task 5 evaluation database is a derivative set of the SINS Dataset.

The SINS Dataset is composed of recordings of daily activities performed in a home environment together with annotations and is described further in the following publication:

Gert Dekkers, Steven Lauwereins, Bart Thoen, Mulu Weldegebreal Adhana, Henk Brouckxon, Toon van Waterschoot, Bart Vanrumste, Marian Verhelst, and Peter Karsmakers, *The SINS database for detection of daily activities in a home environment using an acoustic sensor network*, Proceedings of the Detection and Classification of Acoustic Scenes and Events 2017 Workshop (DCASE2017), pp 32–36, November 2017.