MATERIAL TRANSFER AGREEMENT OF UVG-VPC Dataset

1. Parties

- **Tampere University Foundation sr**, represented by the Ultra Video Group, hereinafter referred to as "**TAU**"
  Business ID: 2844561-8
  Kalevantie 4,33100 Tampere, Finland
- **Licensee,** hereinafter referred to as **"Recipient"**

2. Material

- **UVG-VPC Dataset**, hereinafter referred to as **"Dataset"** is provided by TAU under this Agreement, which includes code, sample images, sample data, documentation, and binary files. Dataset is made available for the scientific community to support academic research and development.

3. Purpose

- Dataset can only be used for non-commercial research purposes and MPEG standardization efforts.
- Dataset cannot be used for the creation, modification, promotion of or the production of works of an erotic, pornographic, racist, or discriminatory nature and also for works that cause harm to the image or reputation of a person, to a company or generally harms human dignity.
- On using this Dataset for the purposes mentioned above, the Recipient agrees on citing the following paper for any public release showing Dataset:
  G. Gautier, A. Mercat, L. Fréneau, M. Pitkänen, and J. Vanne, "UVG-VPC: voxelized point cloud dataset for visual volumetric video-based coding," in proc. IEEE Int. Conf. Quality Multimedia Experience, Ghent, Belgium, Jun. 2023

4. Ownership

The Dataset is and shall remain the sole and exclusive property of TAU. Additional license information may be provided with the downloaded file(s) and/or with accompanying software licenses.

5. Warranties

No warranties. The Dataset and any part thereof are provided "as is" without warranty of any kind, either expressed or implied, regarding its condition, activity, efficiency, harmlessness, merchantability, non-toxicity, safety, use, fitness for purpose, or non-infringement of third-party rights.

6. Liability

The Recipient shall be solely liable for any and all risks and losses which may arise during performance of this agreement, in particular in the event of injury, death, physical damage, or any other incident or loss that may be occasioned by the use of the Dataset during the tests conducted by the Recipient. If the Recipient breaches any of the obligations herein, the Recipient shall be liable towards TAU for any and all damages arising from the breach. The Recipient agrees to use the Dataset in compliance with all applicable laws and regulations. The Recipient shall indemnify and hold TAU harmless from and against any damage, claim, loss, obligation, liability, penalty, cost or expense arising from the Recipient's actions or omissions under this agreement.

7. Choice of Law and Jurisdiction

This agreement shall be governed by the laws of Finland without giving effect to its conflict of laws provisions. Any dispute arising out of or in connection with this agreement, if not settled amicably, shall be submitted to the District Court of Pirkanmaa, Finland. However, TAU may seek injunctive relief from any court of competent jurisdiction.

8. Miscellaneous

The Recipient shall not transfer this agreement or any of its rights or obligations under this agreement to a third party, in whole or in part, without the prior written consent of TAU. However, TAU may assign any of its rights or obligations under this Agreement without the consent of the Recipient being required. This agreement constitutes the entire agreement between the parties and excludes and supersedes any other oral or written agreements or commitments of the parties relating to the Purpose.