DATASET/SOFTWARE LICENSE AGREEMENT FOR EVALUATION

This DATASET/SOFTWARE EVALUATION LICENSE AGREEMENT (this "Agreement") is a legal contract between a person who uses or otherwise accesses or installs the Dataset/Software ("User(s)"), and Nippon Telegraph and Telephone corporation ("NTT") and Keio University.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR OTHERWISE ACCESSING OR USING NTT AND KEIO UNIVERSITY'S PROPRIETARY DATASET/SOFTWARE ACCOMPANIED BY THIS AGREEMENT (the "DATASET/SOFTWARE"). THE DATASET/SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO USER UNDER THIS AGREEMENT, NOT SOLD TO USER. BY INSTALLING OR OTHERWISE ACCESSING OR USING THE DATASET/SOFTWARE, USER ACKNOWLEDGES THAT USER HAS READ THIS AGREEMENT, THAT USER UNDERSTANDS IT, AND THAT USER ACCEPTS AND AGREES TO BE BOUND BY ITS TERMS. IF AT ANY TIME USER IS NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, USER SHOULD TERMINATE THE INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE DATASET/SOFTWARE AND DELETE ANY COPIES USER MAY HAVE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN USER AND NTT AND KEIO UNIVERSITY CONCERNING THE DATASET/SOFTWARE.

BACKGROUND

A. NTT and Keio University is the owner of all rights, including all patent rights, copyrights and trade secret rights, in and to the Dataset/Software and related documentation listed in Exhibit A to this Agreement.

B. User wishes to obtain a royalty free license to use the Dataset/Software to enable User to evaluate, and NTT and Keio University wishes to grant such a license to User, pursuant and subject to the terms and conditions of this Agreement.

C. As a condition to NTT and Keio University's provision of the Dataset/Software to User, NTT and Keio University have required User to execute this Agreement.

In consideration of these premises, and the mutual promises and conditions in this Agreement, the parties hereby agree as follows:

1.   Grant of Evaluation License.   NTT and Keio University hereby grants to User, and User hereby accepts, under the terms and conditions of this Agreement, a royalty free, nontransferable and nonexclusive license to use the Dataset/Software internally for the purposes of testing, analyzing, and evaluating the methods or mechanisms as shown in the research paper submitted by NTT and Keio University to a certain academy. User may make a reasonable number of backup copies of the Dataset/Software solely for User's internal use pursuant to the license granted in this Section 1.

2.   Shipment and Installation.   NTT and Keio University will ship or deliver the Dataset/Software by any method that NTT and Keio University deem appropriate. User shall be solely responsible for proper installation of the Dataset/Software.

3.   Term.   This Agreement is effective whichever is earlier (i) upon User's acceptance of the Agreement, or (ii) upon User's installing, accessing, and using the Dataset/Software, even if User has not expressly accepted this Agreement. Without prejudice to any other rights, NTT and Keio University may terminate this Agreement without notice to User (i) if User breaches or fails to comply with any of the limitations or other requirements described herein, and (ii) if NTT and Keio University receives a notice from the academy stating that the research paper would not be published, and in any such case User agrees that NTT and Keio University may, in addition to any other remedies it may have at law or in equity, remotely disable the Dataset/Software. User may terminate this Agreement at any time by User's decision to terminate the Agreement to NTT and Keio University and ceasing use of the Dataset/Software. Upon any termination or expiration of this Agreement for any reason, User agrees to uninstall the Dataset/Software and either return to NTT and Keio University the Dataset/Software and all copies thereof, or to destroy all such materials and provide written verification of such destruction to NTT and Keio University.

4.   Proprietary Rights

(a)   The Dataset/Software is the valuable, confidential, and proprietary property of NTT and Keio University, and NTT and Keio University shall retain exclusive title to this property both during the term and after the termination of this Agreement. Without limitation, User acknowledges that all patent rights, copyrights and trade secret rights in the

Dataset/Software shall remain the exclusive property of NTT and Keio University at all times. User shall use not less than reasonable care in safeguarding the confidentiality of the Dataset/Software.

(b) USER SHALL NOT, IN WHOLE OR IN PART, AT ANY TIME DURING THE TERM OF OR AFTER THE TERMINATION OF THIS AGREEMENT: (i) SELL, ASSIGN, LEASE, DISTRIBUTE, OR OTHERWISE TRANSFER THE DATASET/SOFTWARE TO ANY THIRD PARTY; (ii) EXCEPT AS OTHERWISE PROVIDED HEREIN, COPY OR REPRODUCE THE DATASET/SOFTWARE IN ANY MANNER; (iii) DISCLOSE THE DATASET/SOFTWARE TO ANY THIRD PARTY, EXCEPT TO USER'S EMPLOYEES WHO REQUIRE ACCESS TO THE DATASET/SOFTWARE FOR THE PURPOSES OF THIS AGREEMENT; (iv) MODIFY, DISASSEMBLE, DECOMPILE, REVERSE ENGINEER OR TRANSLATE THE DATASET/SOFTWARE; OR (v) ALLOW ANY PERSON OR ENTITY TO COMMIT ANY OF THE ACTIONS DESCRIBED IN (i) THROUGH (iv) ABOVE.

(c) User shall take appropriate action, by instruction, agreement, or otherwise, with respect to its employees permitted under this Agreement to have access to the Dataset/Software to ensure that all of User's obligations under this Section 4 shall be satisfied.

5. Indemnity. User shall defend, indemnify and hold harmless NTT and Keio University, its agents and employees, from any loss, damage, or liability arising in connection with User's improper or unauthorized use of the Dataset/Software. NTT AND KEIO UNIVERSITY SHALL HAVE THE SOLE RIGHT TO CONDUCT DEFEND ANY ACTION RELATING TO THE DATASET/SOFTWARE.

6. Disclaimer. THE DATASET/SOFTWARE IS LICENSED TO USER "AS IS," WITHOUT ANY TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF NTT AND KEIO UNIVERSITY. NTT AND KEIO UNIVERSITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT ON COPYRIGHT OR ANY OTHER RIGHT OF THIRD PARTIES. USER ASSUMES ALL RISKS ASSOCIATED WITH ITS USE OF THE DATASET/SOFTWARE, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT.

7. Limitation of Liability. IN NO EVENT SHALL NTT AND KEIO UNIVERSITY BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH USER'S USE OF OR INABILITY TO USE THE DATASET/SOFTWARE, IN CONNECTION WITH NTT AND KEIO UNIVERSITY'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE DATASET/SOFTWARE, OR AS A RESULT OF ANY DEFECT IN THE DATASET/SOFTWARE. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST NTT AND KEIO UNIVERSITY, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. USER'S SOLE REMEDY IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY NTT AND KEIO UNIVERSITY SHALL BE TERMINATION PURSUANT TO SECTION 3.

8. No Assignment or Sublicense. Neither this Agreement nor any right or license under this Agreement, nor the Dataset/Software, may be sublicensed, assigned, or otherwise transferred by User without NTT and Keio University's prior written consent.

9. General

(d) If any provision, or part of a provision, of this Agreement is or becomes illegal, unenforceable, or invalidated, by operation of law or otherwise, that provision or part shall to that extent be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

(e) This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and supersedes all written and oral contracts, proposals, and other communications between the parties relating to that subject matter.

(f) Subject to Section 8, this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and assigns of NTT and Keio University and User.

(g) If either party to this Agreement initiates a legal action or proceeding to enforce or interpret any part of this Agreement, the prevailing party in such action shall be entitled to recover, as an element of the costs of such action and not as damages, its attorneys' fees and other costs associated with such action or proceeding.

(h)   This Agreement shall be governed by and interpreted under the laws of Japan, without reference to conflicts of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in Tokyo in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association.   The arbitration shall be conducted by three (3) arbitrators and in Japanese. The award rendered by the arbitrators shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

(f)   NTT and Keio University shall not be liable to the User or to any third party for any delay or failure to perform NTT and Keio University's obligation set forth under this Agreement due to any cause beyond NTT and Keio University's reasonable control.

I. Training Data
    1. MoCap Training Data
        ① Motion capture (MoCap) data
        ② Synthetic silhouette images synchronized with the MoCap data
    2. Pseudo-silhouette Data
        ① Pseudo-silhouette images

II. Test Data
    1. MoCap Test Data
        ① Motion capture (MoCap) data
        ② Silhouette images converted from RGB images captured by a 360° camera
    2. In-the-wild Data
        ① Silhouette images converted from RGB images captured by a 360° camera

Directory structure of the dataset is as follows：

```
${Dataset}
|-- train
|    |-- mocap training data
|    |    |-- mocap
|    |    |-- images
|    |-- pseudo-silhouette
|    |    |-- images
|-- test
|    |-- mocap test data
|    |    |-- mocap
|    |    |-- images
|    |-- in-the-wild data
```