

END USER LICENSE AGREEMENT

DISCLAIMER:

This End User License Agreement serves as an example and is provided for informational purposes only. Should you decide to use this example or any information therein, you do so at your own responsibility. Seek advice from your legal advisor before entering into this End User License Agreement.

This End User License Agreement (hereinafter referred to as “Agreement”) is made and entered by and between:

[NAME], legally represented by the undersigned, hereinafter referred to as “PROVIDER”

and

[NAME] having its principal office at ..., legally represented by the undersigned, hereinafter referred to as “RECIPIENT”

Whereas

- A. The aim of Repository is to provide access to the datasets deposited as well as to support their long-term preservation.
- B. PROVIDER has deposited the Data in the Repository under the condition of “restricted access”.
- C. RECIPIENT has requested access to the Data that was deposited under the condition of “restricted access”.
- D. Data:
Dell'Anna, Davide; Jamshidnejad, Anahita (2024): Dataset: Video recordings of human-robot interactions with a Nao robot controlled via the SONAR adaptive control architecture for social norm aware robots. Version 1. 4TU.ResearchData. dataset.
<https://doi.org/10.4121/50c7a19c-fc0e-4ef3-b35a-dd23bf08470d.v1>

The Data include video registrations of an experiment in which participants interact with a NAO Robot (NAO the humanoid and programmable robot | Aldebaran), and therefore include sensitive personal data. The experiments were carried out at TU Delft in compliance with GDPR and TU Delft Personal Research Data Workflow (<https://www.tudelft.nl/en/library/research-data-management/r/manage/confidential-data/personal-data>). This implies that participants have signed informed consent forms stating the videos would be made available upon request via the Repository on the conditions of restricted access. Therefore the Data can only be granted under the restrictions as laid down in this EULA.

Article 1. Definitions

Words beginning with a capital letter shall have the meaning defined herein:

- 1.1 **EULA:** this agreement and its Annexes.
- 1.2 **Recipient:** the person responsible for receiving and handling the Data. The name of the person will be provided to PROVIDER and any changes will be confirmed in writing by RECIPIENT to PROVIDER.
- 1.3 **Data:** the dataset described in the 'Whereas' section above, under D.
- 1.4 **Policies and Guidelines:** the policies and guidelines of Repository as published on the [website](#).
- 1.5 **Repository:** the platform (4TU.ResearchData) where the Data is hosted and made available.
- 1.6 **Restricted Access:** the rights described in this EULA.
- 1.7 **Terms of Use:** the terms of use as included in the Policies and Guidelines.

Article 2. Scope

- 2.1 This EULA is in addition to all applicable Policies and Guidelines, including but not limited to the Terms of Use, which form an integral part of this EULA.
- 2.2 Where there is a discrepancy or contradiction between an article in any of the Policies and Guidelines and this EULA, with respect to such article, the article in this EULA prevails.

Article 3. Material under License and License conditions

- 3.1 PROVIDER provides a private link to RECIPIENT allowing RECIPIENT to access the Data and RECIPIENT is willing to receive such access under the terms and conditions specified in this EULA.
- 3.2 PROVIDER herewith grants RECIPIENT, and RECIPIENT herewith accept, a temporary, non-exclusive and non-transferable right to use the Data for **academic, non-commercial research purposes only**, subject to the terms and conditions of this EULA ("Restricted Access"). RECIPIENT explicitly agrees that he/she shall not use the Data for any other purpose.
- 3.3 Data are to be used only at the location of RECIPIENT mentioned in article 5.3 and only by the RECIPIENT or others working under his/her direct supervision, and will not be transferred to anyone else without the prior written consent of the PROVIDER.
RECIPIENT will refer any other person or organisation requesting access to the Data to the Repository to submit a separate access request.
- 3.4 Any illegal or criminal use of the Data by RECIPIENT is strictly prohibited.

Article 4. Intellectual property rights and publication

- 4.1 PROVIDER is exclusively entitled to the Data and RECIPIENT shall not have any rights on or in relation to the Data, other than the rights provided under this EULA. Noting in this EULA shall construe the transfer of any rights, title or interest in any knowledge, intellectual property and/or data to RECIPIENT.
- 4.2 RECIPIENT may publish the results of its academic, non-commercial research with respect to the Data, provided that such publication does not include any of the original Data itself but

only (research and/or statistical) data that were compiled by using the Data and which do not contain any personal data and/or personally identifiable information.

- 4.3 In compliance with academic custom, in any work created by RECIPIENT the original author should be cited using the persistent identifier (DOI) of the Repository.

Article 5. Data Protection

- 5.1 As soon as RECIPIENT has downloaded the Data, RECIPIENT is responsible for adequate saving, safeguarding and any further use of the Data in accordance with the provisions set out in the EULA and applicable (data protection and privacy) laws and regulations. This also applies to derivative works. The Data should not be published nor shared with any other party and be kept confidential. Any results generated with the use of the Data will be free to publish, with the restrictions in place for the Data itself, including GDPR compliance.
- 5.2 RECIPIENT shall ensure that adequate technical and organisational measures have been taken and shall be maintained in accordance with applicable (data protection and privacy) laws, in order to protect the Data from (accidental) unauthorized access or disclosure, loss, alteration or destruction of the Data. Recipient shall inform PROVIDER promptly in the event that the Data has been (accidentally) accessed by or disclosed to an unauthorized person or party, lost, altered or destroyed.
- 5.3 Parties agree that the Data shall be received by RECIPIENT and subsequently held and kept by RECIPIENT at *[fill in location within the EU]*. RECIPIENT agrees that it shall not access the Data from, keep it in or transfer the Data to any other location without the prior written consent of PROVIDER. In order to comply with the relevant applicable legislation, PROVIDER shall not provide such consent for a location outside the European Union, unless RECIPIENT (or any other relevant party) agrees to enter into the appropriate unmodified EU Model Clauses or such other arrangement that Repository deems appropriate in its sole discretion.
- 5.4 Images/screenshots/parts-of-the-video can be used for demonstration purposes (e.g., in articles, presentations, posters) as long as the privacy of the participants is ensured (e.g., covering or blurring their faces).
- 5.5 RECIPIENT agrees and acknowledges that any person whose personal data have been included in the Data has the right to request for rectification or erasure of his/her personal data, at any time. If PROVIDER receives such a request, it will immediately send RECIPIENT a written notification identifying any and all video's in the Data which include personal data of such person, instructing RECIPIENT to immediately rectify or erase any and all copies of the identified video's. At the first request of PROVIDER and no later than 2 weeks after receipt of the written notification of Deposit, RECIPIENT shall rectify or erase such video's as indicated and inform PROVIDER in writing of such rectification or erasure, in the absence of which PROVIDER and Repository reserve the right to start legal action and file a data breach notification at the authorised entity.

Article 6. Limitation of liability

- 6.1 While every care will be taken to preserve the Data, no warranty is given as to the accuracy or completeness of the Data and in no way shall Repository or PROVIDER be liable for the contents or accompanying documentation of the Data, including infringements of privacy rights within the meaning of GPDR, unless in the event of wilful intent or gross negligence on their part.
- 6.2 While every care will be taken to preserve the Data, the Repository and/or the PROVIDER is not liable for loss or damage to the Data or any other data while it is stored in the Repository

- (or any repository to which the Data is subsequently migrated)
- 6.3 Neither Repository nor the PROVIDER provide any guarantee that the Data made available will meet the research objectives of the RECIPIENT. Neither Repository nor the PROVIDER are liable for conclusions based on the Data.
- 6.4 RECIPIENT warrants that they are authorized signatory, adult and not legally forbidden to enter into this EULA.
- 6.5 RECIPIENT agrees to defend, indemnify and hold Repository and PROVIDER harmless against any liability, losses, damages or costs (including any legal costs) incurred or suffered by each of them as a result of any breach, negligent act or omission or willful misconduct on RECIPIENT's part or any (other) third parties (if any), arising either directly or indirectly from the performance (or non-performance) by RECIPIENT of any of its obligations under this EULA.
- 6.6 Regardless the basis of RECIPIENT's claim, PROVIDER and/or the Repository's liability shall in any event never exceed the amount of any direct damages actually suffered by RECIPIENT.
- 6.7 Under no circumstances shall PROVIDER and/or Repository be liable towards RECIPIENT for:
- (a) Special, incidental, indirect, consequential or punitive damages;
 - (b) Lost profits, business, revenue, goodwill or anticipated savings and/or;
 - (c) Any third party claim against RECIPIENT.
- 6.8 Any aggregated liability of Repository and/or PROVIDER will never exceed the maximum amount paid out by the insurance of Repository/PROVIDER, except in case of wilful intent or gross negligence on their part.

Article 7. Term and termination

- 7.1 This Agreement will be in full force and effect for a period of [...] years from the date RECIPIENT signed and returned this EULA, after which this EULA shall automatically terminate unless terminated earlier in accordance with this clause, or unless RECIPIENT has requested in writing to PROVIDER an extension for another 1 year period prior to the automatic termination.
- 7.2 Either Party may terminate this Agreement at its own discretion by written notice to the other Party taking into account a notice period of at least one (1) month.
- 7.3 PROVIDER may terminate this EULA with immediate effect in the event that (a) RECIPIENT comes directly or indirectly under the employment or control of a third party which may harm the interest of PROVIDER to such extent that it cannot reasonably be expected to continue this EULA, or (b) RECIPIENT (knowingly or unknowingly) acts contrary to any restriction applicable to PROVIDER with respect to the Data.
- 7.4 Upon termination of this EULA, RECIPIENT shall, promptly and without charge to PROVIDER:
- (a) at PROVIDER's option, either return to Repository or destroy, all carriers of the Data which it has obtained from Repository in connection with this EULA, and also all copies thereof which are in its possession at that time;
 - (b) remove all Data that are at that time stored in its computer system, files, or both; and
 - (c) no longer use the Data in any manner whatsoever, with the understanding that the results of the research done with the Data (not being the original Data themselves) may

continue to be used by RECIPIENT for publication purposes in accordance with this EULA and other purposes, as long as such use is not contrary to any of the terms of this EULA.

- 7.5 Expiration or termination of this EULA for whatever reason shall not prejudice the provisions which by their nature must be deemed to survive termination, including but not limited to clauses regarding Confidentiality, Intellectual property and publication and Term and termination.

Article 8. Notices

- 8.1 Any communication required or permitted to be given under this EULA between parties shall be in writing by letter or e-mail and shall be sent to the following addresses:

For RECIPIENT, to:

Name:

Address:

Tel:

E-mail:

For PROVIDER, to:

Name:

Address:

E-mail:

This EULA has been executed by each Party's respective duly authorised representative, in duplicate originals or as a signed PDF, as of the Effective Date.

FOR PROVIDER:

By:

Name:

Function:

Date:

Read and acknowledged:

[Signature]

FOR RECIPIENT:

By:

Name:

Function:

Date:

Read and acknowledged:

[Signature]