## Microsoft Research License Agreement for Project Malmo

This Microsoft Research License Agreement ("Agreement") is a legal agreement between you and Microsoft Corporation (or based on where you live, one of its affiliates). Please read them. They apply to the Microsoft Research software named above, which may include source code and any associated materials, text or speech files, associated media and "online" or electronic documentation and any updates we provide in our discretion (together, the "Software"). The terms also apply to any Microsoft (i) updates, (ii) supplements, (iii) internet-based services, and (iv) support services for this Software, unless other terms accompany those items. If so, those terms apply.

By agreeing to this Agreement and/or by using the Software, you accept these terms. If you do not accept them, do not use the Software. If you comply with these license terms, you have the rights below.

## 1. SCOPE OF RIGHTS.

- **a.** License Grant. You may use, copy, modify, and create derivative works of the Software for non-commercial purposes, subject to the restrictions in this Agreement. Examples of non-commercial uses are academic research and personal experimentation.
- **b. Publication.** You may publish (or present papers or articles) on your results from using the Software, provided that (i) no Software source code, object code, or documentation is included in any such publication or presentation; and (ii) Microsoft has made a public announcement about the Software.

## 2. **DISTRIBUTION RESTRICTIONS.** You may **not**:

- a. Distribute the Software or derivative works in any form;
- b. Alter any copyright, trademark or patent notice in the Software;
- c. Use Microsoft's trademarks in your programs' names or in a way that suggests your derivative works or modifications come from or are endorsed by Microsoft; or
- d. Include the Software in malicious, deceptive or unlawful programs.
- **3. LICENSE TO MICROSOFT.** In the event you contribute code or other materials to the project named above, Microsoft is granted back, without any restrictions or limitations, a non-exclusive, perpetual, irrevocable, royalty-free, assignable and sub-licensable license, to reproduce, publicly perform or display, install, use, modify, post, distribute, make and have made, sell and transfer such contributions, your modifications to and/or derivative works of the Software source code or data, for any purpose.
- **4. SCOPE OF LICENSE.** The Software is licensed, not sold. This Agreement only gives you some rights to use the Software. Microsoft reserves all other rights. The patent rights, if any, granted to you in this Agreement only apply to the Software, not to any derivative works you make. In using the Software, you must comply with any technical limitations in the Software that may only allow you to use it in certain ways. You may **not**:

- **a.** Work around any technical limitations in the Software;
- **b.** Reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation;
- c. Use the Software for commercial software hosting services;
- **d.** Publish the Software for others to copy;
- **e.** Make more copies of the Software than specified in this Agreement or allowed by applicable law, despite this limitation;
- f. Rent, lease or lend the Software; or
- g. Transfer the Software or this Agreement to any third party.
- **5. FEEDBACK.** Any feedback about the Software provided by you to us is voluntarily given, and Microsoft shall be free to use the feedback as it sees fit without obligation or restriction of any kind, even if the feedback is designated by you as confidential.
- **6. CONFIDENTIALITY.** The Software is confidential and proprietary to Microsoft and its suppliers.
  - **a.** Use. For five (5) years after accessing or using the Software, you may not disclose confidential information to third parties. You may disclose confidential information only to your academic advisors, employees, and/or consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this Agreement.
  - **b.** Survival. Your duty to protect confidential information survives this Agreement.
  - c. Exclusions. You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that: (i) becomes publicly known through no wrongful act; (ii) you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or (iii) you developed independently.
- 7. **TERM; TERMINATION.** The term of this Agreement will commence upon your acceptance of these license terms and will continue indefinitely unless terminated earlier as provided herein. If you breach this Agreement or if you sue Microsoft or any other party over patents that you think may apply to or read on the Software or anyone's use of the Software, this Agreement (and your license and rights obtained herein) terminate automatically. If this Agreement is terminated, you must cease using and distributing any derivative works or modifications of the Software. Any sections that are intended to survive termination of this Agreement shall survive.
- 8. **EXPORT RESTRICTIONS.** The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users and end use. For additional information, see <a href="https://www.microsoft.com/exporting">www.microsoft.com/exporting</a>.

- **9. ENTIRE AGREEMENT.** This Agreement, any exhibits, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the Software and support services.
- **10. SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 11. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of the state of Washington, without reference to its choice of law principles to the contrary. Each party hereby consents to the jurisdiction and venue of the state and federal courts located in King County, Washington, with regard to any suit or claim arising under or by reason of this Agreement.
- **12. LEGAL EFFECT.** This Agreement describes certain legal rights. You may have other rights under the laws of your country. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- **13. NO ASSIGNMENT.** You may not assign this Agreement or any rights or obligations hereunder, except with Microsoft's express written consent. Any attempted assignment in violation of this section will be void.
- 14. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Agreed to as of the date below:	
(sign)	
Name (print)	
Address	
 Date	 