

MICROSOFT RESEARCH LICENSE TERMS

IF YOU LIVE IN THE UNITED STATES, PLEASE READ THE "BINDING ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW. IT AFFECTS HOW DISPUTES ARE RESOLVED.

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the dataset that accompanies this license ("Dataset"). IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE DATASET, YOU ACCEPT THESE TERMS.

- 1) USE RIGHTS.** Subject to the terms of this agreement, you have the right to use and modify the Dataset:
 - a) for non-commercial, non-revenue generating, research purposes. Examples of non-commercial uses are teaching, academic research, public demonstrations and personal experimentation;
 - b) for analyzing and testing purposes; and
 - c) to publish (or present papers or articles) on your results from using such Dataset, provided that no material portion of the Dataset is included in any such publication or presentation.
- 2) SCOPE OF LICENSE.** The Dataset is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):
 - a) distribute the Dataset;
 - b) alter any copyright, trademark or patent notice in the Dataset;
 - c) use Microsoft's trademarks in a way that suggests your derivative works or modifications come from or are endorsed by Microsoft; or
 - d) include the Dataset in malicious, deceptive or unlawful programs.
- 3) LICENSE TO MICROSOFT.** Notwithstanding any limitations in Section 1, you may distribute your modifications back to Microsoft, and if you do provide Microsoft with modifications of the Dataset, you hereby grant Microsoft, 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 modifications and derivatives for any purpose.
- 4) FEEDBACK.** Any feedback about the Dataset 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. Such feedback shall be considered a contribution and licensed to Microsoft under the terms of Section 3 above.
- 5) EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the Dataset, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit (aka.ms/exporting).
- 6) SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the Dataset. Any support provided is "as is", "with all faults", and without warranty of any kind.
- 7) BINDING ARBITRATION AND CLASS ACTION WAIVER.** **This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** If you and Microsoft have a dispute, you and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can't, you and Microsoft agree to **binding individual arbitration before the American Arbitration Association** under the Federal Arbitration Act ("FAA"), and **not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide. **Class action lawsuits, class-wide arbitrations, private attorney-general actions,** and any other proceeding where someone acts in a representative capacity **are not allowed**; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at aka.ms/arb-agreement-1. You and Microsoft agree to these terms.
- 8) ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the Dataset.

9) APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES. If you acquired the Dataset in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs everything related to arbitration. If you acquired the Dataset in any other country, its laws apply, except that the FAA governs everything related to arbitration. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court (excluding arbitration). If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court (excluding arbitration).

10) CONSUMER RIGHTS; REGIONAL VARIATIONS. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the Dataset. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the Dataset in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a) Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
- b) Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the Dataset will resume checking for and installing updates), or uninstalling the Dataset. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
- c) Germany and Austria.**
 - i) Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the Dataset. However, Microsoft gives no contractual guarantee in relation to the licensed software.
 - ii) Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

11) DISCLAIMER OF WARRANTY. THE DATASET IS LICENSED "AS IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12) LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the Dataset, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.