License Agreement

Throughout this License Agreement, the term 'authors' refers to

- o Yashoteja Prabhu (yashoteja.prabhu@gmail.com)
- O Manik Varma (manik@microsoft.com)

This License Agreement including its exhibits ("Agreement") is a legal agreement between you and the authors. Please read it and all of its terms and conditions. They apply to the Deliverables described in **Exhibit A**, 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 at our discretion (together, the "Deliverables"). This Agreement also applies to any (i) updates, (ii) supplements, (iii) internet-based services, and (iv) support services for this Deliverables provided by the authors, unless other terms accompany those items. If so, those terms supplement this Agreement and apply to the extent they are in conflict with this Agreement.

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

1. SCOPE OF RIGHTS.

- **a.** License Grant. Subject to the terms of this Agreement, you may use, copy, modify, and create derivative works of, and distribute such derivative works and the Deliverables for non-commercial purposes. Examples of non-commercial uses are teaching, academic research, public demonstrations and personal experimentation.
- **b. Publication.** You may publish (or present papers or articles) on your results from using the Deliverables if you include attribution.
- **c. Third Party Materials.** The Deliverables may include third party materials that the authors, not the third party, licenses to you under this Agreement. Notices, if any, for the third party materials are included for your information only.

2. DISTRIBUTION

- **a. Restrictions.** You may not (i) alter any copyright, trademark or patent notice in the Deliverables; (ii) use authors' trademarks in a way that suggests your derivative works or modifications come from or are endorsed by the authors; or (iii) include the Deliverables in malicious, deceptive or unlawful programs.
- b. **Requirements.** (i) You may distribute the Deliverables, or any derivative works of the Deliverables, only as part of, and only for use with, your non-commercial offering licensed under this Agreement, and you are not authorized to distribute them under any terms and

conditions that are broader than, conflict with or are different from those provided by this Agreement, and (ii) If you have created derivative works of the Deliverables, and distribute such derivative works, you will cause the modifications to carry prominent notices so that recipients know that they are not receiving the original Deliverables. Such notices must state: (i) that you have changed the Deliverables; (ii) what portions have changed, and (iii) the date of any changes.

- 3. LICENSE TO THE AUTHORS. In the event you contribute code or other materials to this code base or otherwise provide the authors with modifications or derivatives of the Deliverables, you hereby grant the authors, 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, modifications and derivatives for any purpose.
- 4. **RESERVATION OF RIGHTS.** The Deliverables are licensed, not sold. This Agreement only gives you some rights to use the Deliverables with respect to the intellectual property the authors own in the Deliverables and your rights are conditioned on you not receiving any license or other rights in any intellectual property other than the author's IP, even if such license or rights are necessary for you to use the Deliverables. The authors reserve all other rights. The license from the authors under this Agreement only applies to the Deliverables as provided by the authors, not to any modifications or derivative works you make. In using the Deliverables, you must comply with any technical limitations in the Deliverables that may only allow you to use it in certain ways. You may not:
 - **a.** Work around any technical limitations in the Deliverables;
 - **b.** Reverse engineer, decompile or disassemble the Deliverables, except and only to the extent that applicable law expressly permits, despite this limitation;
 - **c.** Use the Deliverables for commercial software hosting services or other commercial purposes;
 - **d.** Publish the Deliverables for others to copy;
 - **e.** Make more copies of the Deliverables than specified in this Agreement or allowed by applicable law, despite this limitation; or
 - **f.** Rent, lease or lend the Deliverables.
- **5. FEEDBACK.** Any feedback about the Deliverables provided by you to us is voluntarily given, and the authors shall be free to commercialize and 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 the authors under the terms of Section 4 above.
- **6. CONFIDENTIALITY.** The Deliverables are confidential and proprietary to the authors and/or its suppliers.
 - **a. Disclosure.** During the Term, you may provide confidential access to the Deliverables only to your academic advisors, employees, and/or consultants who need to know the information for the

purposes set forth in this Agreement provided that you have written agreements with them that protect the confidential information at least as much as this Agreement. The obligation not to disclose the Deliverables to third parties is perpetual, but **five (5) years** after accessing or using the Deliverables, you may disclose confidential information regarding the Deliverables that was retained in your memory to third parties.

- **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 but you must first give written notice to The authors 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 The authors or its suppliers; or (iii) you developed independently.]

7. DATA ONLY: PROTECTION OF PERSONAL INFORMATION.

- a. The Dataset may include Personal Information. "Personal Information" or "PII" means any information in the Dataset or otherwise provided by The authors or that you receive under the terms of this Agreement: (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains; or (ii) from which identification or contact information of a person can be derived. PII includes, but is not limited to: name, address, phone number, fax number, e-mail address, social security number or other government-issued identifier, medical profile, persistent unique identifier, and credit card information. To the extent any other information (such as a personal profile, unique identifier, biometric information, or IP address) is associated or combined with PII, that information is also PII
- **b.** You may incidentally access PII within the Dataset while using the Dataset. You will not use such PII for any purpose. You must destroy the PII with the Dataset as required under this Agreement. You will not use PII to contact any person. You will keep PII in strict confidence. You will not share any PII that is collected or in your possession with any third party for any reason.
- **c.** You will take reasonable steps to protect PII in your possession from unauthorized use, access, disclosure, alteration or destruction. Security measures will include access controls, encryption or other means, where appropriate.
- **8. NO SUPPORT.** The authors are under no obligation to provide any support or additional materials for the Deliverables. Nor are the authors obligated to update or use the Deliverables.
- license terms and conditions and will continue indefinitely unless terminated earlier as provided herein. If you breach this Agreement or if you sue the authors or any other party over intellectual property that you think may apply to or read on the Deliverables or anyone's use of the Deliverables, this Agreement (and your license and rights obtained herein) terminate automatically. If this Agreement expires or is terminated, you must cease all activities related to the Deliverables and any derivative works or modifications and return or certify destruction of the Deliverables and all copies. Only sections 4 and sections 6 through 17 shall survive expiration or termination.

- **10. EXPORT RESTRICTIONS.** The Deliverables are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Deliverables. These laws include restrictions on destinations, end users and end use.
- **11. ENTIRE AGREEMENT.** This Agreement, any exhibits, and the terms for any supplements, updates, Internet-based services or support services that you use, are the entire agreement for the Deliverables and support services.
- **12. 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 provided the intent of the parties can be preserved.
- 13. 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.
- **14. 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.
- **15. NO ASSIGNMENT.** You may not assign this Agreement or any rights or obligations hereunder, except with the authors' express written consent. Any attempted assignment in violation of this section will be void.
- 16. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. THE DELIVERABLES ARE PROVIDED AND LICENSED "AS-IS." YOU BEAR THE RISK OF USING THEM. THE AUTHORS GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, THE AUTHORS EXCLUDE ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF REVENUE, DATA OR USE OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, INCURRED OR SUFFERED BY YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, BASED ON A WARRANTY OR OTHERWISE, EVEN IF THE AUTHORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AUTHORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED FIVE THOUSAND U.S. DOLLARS (US \$5,000). THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS DISCLAIMER AND THE LIMITATION OF LIABILITY ARE FUNDAMENTAL PARTS OF THIS AGREEMENT AND THE AUTHORS WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH DISCLAIMER AND LIMITATION.

Agreed to as of the date below:
(sign)
(31811)
Name (print)
Email Address
Address
Date

Exhibit A – Description of Deliverables

<u>Item</u>	<u>Description</u>
Source codes for Parabel and XReg algorithms	This includes all the source code files in this zip file.